

## Roger Bank Powered by Citizens Bank of Edmond

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### CHECKING TERMS AND CONDITIONS

#### GENERAL ACCOUNT TERMS

**Definitions.** Throughout these terms and conditions ("Terms"), these terms have the following meaning:

- "You," "your," and "account owner" refer to the customer whether or not there are one or more customers named on the account.
- "We," "our," and "us" refer to the Bank, Roger Bank Powered by Citizens Bank of Edmond.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

#### 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.

You understand that the following Terms and any other documents applicable to your account that are provided to you govern your Checking account with us. You understand that your account is also governed by applicable law. These Terms include the fees and charges applicable to the account, minimum balance requirements, and other pertinent information related to the account. These Terms may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other provisions change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. You acknowledge and agree to these Terms governing your account with us and you accept these Terms by using any of your deposit account services.

#### Account Ownership Descriptions.

**Individual Account.** The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

**In Trust For Account.** An In Trust For account permits the account owners (trustee(s)) to transfer the account (trust) funds to named beneficiaries. If two or more trustees create an In Trust For account, then between the trustees, the account is treated as a joint account with right of survivorship. The trustee(s) may change the named beneficiaries at any time by written direction in a form acceptable to us. The trustee(s) may withdraw all or part of the funds at any time. Beneficiaries of an In Trust For account receive title and withdrawal rights in accordance with your beneficiary designation and any applicable state law upon your death, after all of the outstanding checks and debits of the owner have been paid. Such payment or withdrawal shall constitute a revocation of the trust for the amount withdrawn. A beneficiary can only acquire withdrawal rights by surviving all of the trustees. If more than one named primary beneficiary survives all of the trustees, then such beneficiaries will be entitled to equal shares of the funds without right of survivorship between them, unless otherwise indicated. If no primary beneficiary survives all of the trustees then any surviving contingent beneficiaries will be entitled to equal shares of the funds without right of survivorship between them, unless otherwise indicated. If no contingent beneficiary survives all of the trustees then the trust shall terminate and title to the account shall VEST in the trustees. In that case, it will be treated as an individual account (if there is one surviving trustee) or as a joint account with right of survivorship (if there is more than one surviving trustee) in the name(s) of the surviving trustees, rather than an In Trust For account.

**Payable On Death Account.** A Payable On Death account permits the account owner(s) to transfer the account to named beneficiaries. You may designate primary and contingent beneficiaries. Named beneficiaries are assumed to be primary unless indicated as contingent. If two or more account owners create a Payable On Death account, then between the account owners, the account is treated as a joint account with right of survivorship. The account owner(s) may change the named beneficiaries at any time by written direction in a form acceptable to us. Beneficiaries are only entitled to account funds after all of the outstanding checks and debits of the owner(s) have been paid.

When only one (primary) beneficiary is named, the account owner may designate one or more contingent beneficiaries for whom the funds shall be held or to whom the funds shall be paid if the primary beneficiary is not living when the last surviving account owner dies. If there is more than one primary beneficiary, contingent beneficiaries shall not be allowed on that account. If the sole primary beneficiary is not living, and one or more contingent beneficiaries have been designated, the share of the sole beneficiary shall be held for or paid to the contingent beneficiaries who are alive at the time of the account owner's death in equal shares, unless otherwise indicated, and shall not belong to the estate of the deceased primary beneficiary. In the event of the death of a beneficiary prior to the death of the account owner, the share of that beneficiary shall be divided among any surviving beneficiaries or distributed to contingent beneficiaries, if applicable. If neither the primary beneficiary nor any contingent beneficiary is living at the time of the account owner's death, the funds shall be paid to the account owner's estate. If the account is an interest bearing account and not claimed by the beneficiary within 60 days after the death of the last surviving account owner, or after we have notice of the death of the last surviving account owner, then we may change to a non-interest bearing account. Distribution of account funds shall be consistent with the provisions of this section.

**Joint With Right of Survivorship Account.** The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

**Joint Without Right of Survivorship Account.** The tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as tenants in common and that there shall not be a right of survivorship between the tenants. Upon the death of a tenant, we may pay the decedent's share of the account to his or her estate. If there is more than one surviving tenant, then between the surviving tenants, the account shall continue to be held as a joint account without right of survivorship. When there is only one surviving tenant, the account shall be treated as an individual account.

**Tenancy By The Entirety.** The joint account (account owners) agree that all funds deposited now or in the future in this account shall be held as a tenancy by the entirety. There is a right of survivorship between the two joint tenants and the account is not held as tenants in common. The account owners have indicated that they are married to each other. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant and thereafter be treated as an individual account.

**Your Choice of Account.** You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**Transfers and Assignments.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

**Authorized Signer (Agent) Designation.** If you have designated an agent, your named agent may make account transactions for you but has no ownership or rights at death unless named as a POD (pay on death) beneficiary or named as an In Trust For (ITF) beneficiary, if applicable. If you have designated that the agent shall continue to have power after your disability or incapacity, the agent's authority survives your disability or incapacity. The agent may act for a disabled or incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability or incapacity, the agent's authority terminates upon your disability or incapacity. If you failed to specify whether or not the agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Death of the sole party or last surviving party terminates the authority of the agent. We may continue to rely on the agency designation to the extent permitted by law, until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.

**Community Property.** When the account is a joint account between two parties authorized by law to hold community property together and the account is titled as joint tenants with right of survivorship, the account will be owned by the parties who fund the account with community property and hold the property with right of survivorship. Upon the death of either party, the property will vest in and belong to the surviving party. If the account is titled without an indication that it is owned as joint tenants with rights of survivorship, the account will be owned by the parties and all property in the account, including earnings, will be held as community property without right of survivorship; and upon the death of either party, one-half of the property will vest in and belong to the estate of the deceased party. If you are residing in a community property state, you and your spouse may be required to complete additional documentation if your spouse is not an account owner on the joint account or designated as your primary beneficiary on the account.

**Multiple Account Owners.** If there is more than one account owner for your account, all deposits are the property of the person(s) indicated on the account. We may release all or any part of the amount in the account to honor checks, orders, or other items, or withdrawals or requests from any person named on this account. However, the number of required signatures must be met. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may also freeze the account upon receipt of notice of the death or incapacity of an account owner until we have received all necessary documentation to establish to whom payment should be made. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

**Power of Attorney.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

**Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days", or "not valid for more than \$1,000.00."

**Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**Preauthorized Checks or Drafts.** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**Verifying Funds Availability For Check.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

**Check Safekeeping.** If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of a check may be subject to a fee indicated in the Fee Schedule included in these Terms and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**Your Responsibility For Back of Check.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**Electronic Checks and Electronically-Created Items.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

**Substitute Checks.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the 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. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

**Remote Deposit Capture.** Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at Roger Bank Powered by Citizens Bank of Edmond only."

Roger Bank deposits using RDC received and accepted before 3pm CST on a business day are considered that day to be the day of deposit.

**Remotely Created Checks.** A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

**Withdrawals.** Deposits will be available for withdrawal consistent with these Terms. Withdrawals may be subject to a service charge.

**Deposits.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to these Terms. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

Roger Bank is a digital platform only and all transactions will be conducted via Mobile App, Online Banking, or ATM.

**Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearing house rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearing house.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**Statements.** We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account owner who receives this statement is the agent for his/her co-account owner(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the In Case of Errors or Questions About Your Transactions provision in the Electronic Fund Transfer Policy as included in these Terms will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

Roger Bank customers will be provided all account statements within Online Banking.

**Electronic Statements and Notices.** You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in these Terms.

Roger Bank customers will be provided all bank statements within Online Banking.

**ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Oklahoma. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary 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.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**Notice of Receipt.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of Oklahoma.

### **Stop Payments.**

**Stop Payment on Checks.** You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for 6 months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.



**Stop Payment on ACH Debits.** A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), Nacha, and any applicable state law.

You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

Roger Bank customers requests for stop payments generally should be received at least 3 business days before a scheduled debit(s) to allow reasonable time to act upon it, however, as long as transaction hasn't already passed, we will attempt to complete the same day as the request (assuming all info needed to apply the stop payment is properly collected). Any stop payment requests received after 2pm CST are not guaranteed to be placed the same day and will be taken care of the following business day.

**Death or Incompetency.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

#### **Non-Sufficient Funds and Overdrafts - Available Balance.**

**How We Decide To Pay An Item or Debit.** We use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction. The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

**How We Assess Fees.** If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

**Return Item For Non-Sufficient Funds.** If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or re-presentation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

**Overdrafts.** If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

**Signatures.** You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**Fees, Service Charges and Balance Requirements.** You agree to pay us and are responsible for any fees, charges, or balance/deposit requirements as included in the Fee Schedule, Electronic Fund Transfer Policy, and Truth In Savings Disclosure included in these Terms. Fees, charges, and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

**Set-Offs and Security Interests.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under these Terms (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

**Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court, or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account owners. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in these Terms.

**Dormant/Inactive Accounts.** You understand that we may charge you fees if your account is dormant or inactive to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

Checking account is inactive at 350 days; Checking account is dormant at 365 days; Savings account is inactive at 715 days; Savings account is dormant at 730 days

**Attorneys' Fees and Expenses.** You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**Legal Process Against Account.** You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

**Closing Account.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

Situations involving fraud on an account will not have advance notice and will be closed when necessary when either reported by customer or discovered by bank.

**Our Waiver of Rights.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us shall affect or preclude our future exercise of that right, remedy, power or privilege.

**Your Waiver of Notice.** You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**Notice.** You are responsible for notifying us of any address or name changes, death of an account owner, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

Roger Bank customers will be delivered to the email address we have on file and/or through your online banking access or environment.

**Telephone and Electronic Communication.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

In the Roger Bank digital environment, the non-acceptance or withdrawal of eConsent would subsequently stop any services or products offered by a digital brand.

**Online or Mobile Services.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**Amendments and Alterations.** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account owners.

**Effective Applicable Laws and Regulations.** You understand that these Terms are governed by the laws of Oklahoma, except to the extent that federal law is controlling. Changes in these laws and regulations may modify these Terms. We do not have to notify you of these changes, unless required to do so by law. If any of these Terms come into conflict with the applicable law and are declared to be invalid or unenforceable, they will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

**Notice of Potential Disclosure of Negative Information To Consumer Reporting Agencies**

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

**Notice**

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

## FUNDS AVAILABILITY POLICY DISCLOSURE

**Purpose of this Disclosure.** Our general policy is to allow you to withdraw funds deposited in a transaction account on the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit.

Roger Bank is a digital platform only and all transactions will be conducted via Mobile App, Online Banking, or ATM. For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to Roger Bank Powered by Citizens Bank of Edmond. Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

### **Determining The Availability of Your Deposit.**

The length of the delay varies depending on the type of deposit. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. 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.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before 3:00 CST p.m. 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 3:00 CST p.m. or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

**Availability Schedule.** Our policy is to make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

**Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the 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 7 Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Holds on Other Funds for Check Cashing.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

**Holds on Other Funds in Another Account.** If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**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 and checks drawn on us 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 U.S. Treasury checks, U.S. Postal Service money orders, 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 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 1 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 first Business Day after the day of deposit.

**Other Check Deposits.** Funds from all other check deposits will be available on the 7 Business day after the day of deposit.

## **ELECTRONIC FUNDS TRANSFER DISCLOSURE**

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers ("EFTs"). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below. For purposes of this disclosure, "Business Day" means Monday through Friday excluding holidays.

### **Electronic Fund Transfer Services Provided**

#### **Debit Card Services.**

##### **Debit Card Services:**

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may use your card at any merchant that accepts Visa® Debit Cards for the purchase of goods and services.

#### **ATM Services.**

**Network.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your Debit Card through the following network(s): PULSE/WORLD PAY/VISA/AFFN.

**ATM 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.

**Other ATM Services.** In addition, you may perform the following transactions: There is no charge for ATM withdrawal at machines owned by us or when using a machine within the AFFN network.

There is an ATM/Visa Debit reissue card fee of \$20.00 per card.

**Point of Sale Transactions.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.



Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under these Terms.

**Currency Conversion - Visa®.** When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**Preauthorized Transfer Services.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s) and savings account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s) and savings account(s).

**Services Provided Through Use of Online Banking and Mobile Banking.** Roger Bank Powered by Citizens Bank of Edmond offers its customers use of our Online Banking and Mobile Banking service.

Online Banking

- Transfer funds between eligible accounts
- Obtain balance information on eligible accounts
- Review transactions on eligible accounts
- Make loan payments
- Online Bill payment
- Obtain copy of statement
- View check images
- Set email alerts
- Allow export of transaction history
- Enable Mobile Banking

Mobile Banking

- Transfer funds between eligible accounts
- Obtain balance information on eligible accounts
- Review transactions on eligible accounts
- Online Bill Payment
- Make a Mobile Deposit
- Obtain copy of statement
- View check images
- Set email alerts

**Electronic Check Conversion.** If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

You may authorize a merchant to use your check as a source of information to initiate an EFT from your account.

Electronic Check Conversion is a payment process in which a merchant (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this Disclosure. A description of the transaction will appear on your statement.

#### Re-Presented Check Transactions and Fees

You may authorize a merchant to electronically collect a fee associated with re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this Disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this Disclosure. A description of the transaction will appear on your statements.

#### Limitations On Transactions.

##### Transaction Limitations - Debit Card.

**Cash Withdrawal Limitations.** You may withdraw up to \$400.00 through use of ATMs in any one day. You may make up to 20 withdrawals of cash through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Roger Bank Powered by Citizens Bank of Edmond reserves the right to change dollar amount limits at any time upon prior notification.

**Point of Sale Limitations.** You may buy up to \$2,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 20 transactions in any one day.

**Total Daily Limits.** In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$2,400.00 in any one day.

#### Other Limitations.

- Some or all services may not be available occasionally due to emergency or scheduled system maintenance. Transfers initiated through Online Banking before 7:00pm (CST) on a business day are posted to your account the same day. Transfers completed after 7:00pm (CST) on a business day, Saturday, Sunday, or banking holiday, will be posted on the next business day. To use Online Banking, you must have at least one account with us, access to Internet services and an email address. The cut-off time for Bill Pay entries is 7:00pm (CST). Any entries submitted after 7:00pm (CST) or on the weekend will be processed on the next business day.
- These Terms may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

## Notice of Rights and Responsibilities

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

### **Right to Receive Documentation of Your Transfers.**

**Transaction Receipts.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**Periodic Statements.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**Preauthorized Deposits.** 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 [844-995-2484](tel:844-995-2484) to find out whether or not the deposit has been made.

**Using Your Card and Personal Identification Number ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Roger Bank Powered by Citizens Bank of Edmond immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN through your Roger online banking access. If PIN is unknown will need to request new debit card from Roger.

### **Rights Regarding Preauthorized Transfers.**

**Rights and Procedures to Stop Payments.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: [844-995-2484](tel:844-995-2484)

or

write to: Roger Bank

PO Box 2047

Edmond, OK 73083-2047

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**Notice of Varying Amounts.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten (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.

**Our Liability for Failure to Stop Preauthorized Transfer Payments.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**Your Responsibility To Notify Us of Loss or Theft.** If you believe your Debit Card, PIN, or internet banking access code has been lost or stolen,

call us at: [844-995-2484](tel:844-995-2484) (M-F 7:00am-7:00pm CST)

or

write to: Roger Bank

PO Box 2047

Edmond, OK 73083-2047

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**Consumer Liability.** Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access 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 applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500). The limitations on your liability for unauthorized transfers described in the following paragraph do not apply to preauthorized automatic payments from your checking account(s) and savings account(s). Unless you have complied with the procedures to stop the preauthorized payment described above, your liability for such unauthorized transfers is unlimited.

If your statement shows transfers you did not make (other than a preauthorized transfer), including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**Consumer Liability For Unauthorized Transactions Involving Debit Card.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under "Consumer Liability" above.

**Illegal Use of Debit Card.** You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

**In Case of Errors or Questions About Your Transactions.** In case of errors or questions about your electronic fund transfers,

call us at: [844-995-2484](tel:844-995-2484)

or

write to: Roger Bank

PO Box 2047

Edmond, OK 73083-2047

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Roger Bank Powered by Citizens Bank of Edmond no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Debit Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

We will tell 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.

**Liability For Failure To Complete Transaction.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement, we will be liable for your losses or damages as provided by law. 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 the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

### **Charges For Transfers or The Right To Make Transfers.**

**Fee Schedule.** The Fee Schedule referred to above is incorporated into these Terms by reference. Additional copies of the schedule may be obtained from us upon request.

**Disclosure of Account Information.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Roger Bank Powered by Citizens Bank of Edmond and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); 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 government agency or court orders; or
4. If you give us your permission in a record or writing.

**Amending or Terminating this Agreement.** We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

**Safety Precautions For ATM Terminal Usage.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

### **Additional Provisions**

Your account is also governed by the terms and conditions of other applicable agreements between you and Roger Bank  
Powered by Citizens Bank of Edmond.

You agree not to reveal your PIN to any person not authorized by you to access your account.

Banking services provided by The Citizens Bank of Edmond, Members FDIC. The Roger Visa® Debit Card is issued by Roger Bank powered by Citizens Bank of Edmond pursuant to a license from Visa U.S.A. Inc. and may be used everywhere Visa debit cards are accepted.



<b>FACTS</b>	<b>What Does Roger Bank Powered by Citizens Bank of Edmond Do With Your Personal Information?</b>
<b>Why?</b>	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.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and transaction history</li> <li>• Credit history and employment information</li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.
<b>How?</b>	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 Roger Bank Powered by Citizens Bank of Edmond chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Roger Bank Powered by Citizens Bank of Edmond share?	Can you limit this sharing?
<b>For our everyday business purposes</b> -- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> --to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> --information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes</b> --information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call <a href="tel:844-995-2484">844-995-2484</a> or go to <a href="http://www.roger.bank">www.roger.bank</a>
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**What We Do**

<p><b>How Does Roger Bank Powered by Citizens Bank of Edmond Protect My Personal Information?</b></p>	<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><b>How Does Roger Bank Powered by Citizens Bank of Edmond Collect My Personal Information?</b></p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Pay your bills or use your credit or debit card</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p><b>Why Can't I Limit All Sharing?</b></p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <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**

<p><b>Affiliates</b></p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Roger Bank Powered by Citizens Bank of Edmond has no affiliates.</i></li> </ul>
<p><b>Nonaffiliates</b></p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Roger Bank Powered by Citizens Bank of Edmond does not share with nonaffiliates so they can market to you.</i></li> </ul>
<p><b>Joint marketing</b></p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Roger Bank Powered by Citizens Bank of Edmond doesn't jointly market.</i></li> </ul>

**Other Important Information**

**Special Notice For State Residents**

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.

For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without you 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.

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.

For Vermont Customers. We will not share personal information with nonaffiliates for them to market to you without your authorization and we will not share personal information with affiliates or for joint marketing about your creditworthiness without your authorization.

## **TRUTH IN SAVINGS DISCLOSURE**

**Minimum Balance Requirements.** No minimum balance requirements apply to this account.

**Processing Order.** All credit transactions are processed first. Debits, or withdrawals, will be processed as follows: electronic items such as ATM and Pre-authorized transactions then checks. Checks are processed in serial number order. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

**Transaction Limitations.** No transaction limitations apply to this account.

### **Additional Information Regarding Your Account.**

#### **Round Up**

Round Up is an add-on feature available on an eligible Checking Account when you also have a Savings Account. The Round Up feature is based on debit card point-of-sale purchases from your Checking Account. The round up initiates an automatic transfer to your Savings Account when you use your Roger debit card for point-of-sale purchases. The amount of the transfer is equal to the difference between the amount of your debit card point-of-sale purchase transaction and the next full dollar amount (the "change"). So, when you use your Roger debit card for a point-of-sale purchase, Roger "rounds up" the amount of the purchase and transfers the change from your Checking Account to your Savings Account. Only debit card point-of-sale transactions are eligible for Round Up. To enroll for Round Up, you must first establish at least one Savings goal with the Round Up contribution option elected. In order to establish a new Savings goal, navigate to the Goals header in online or mobile banking, select "Create New Goal," input the Goal Name, and the amount you want to save, and click Set Goal. Once a goal is set, you will select Round Up from the available options within the Choose How You Save screen. You will then be notified that Round Up has been established. In order to be eligible for the Round Up feature, the tax owner and non-tax owners of the accounts must be identical on both the Checking Account and the Savings Account. You must have sufficient available funds in your Checking Account to initiate a Round Up transaction. We will not transfer the change from a round up if the amount of the change is more than the amount of your available balance in your Checking Account, nor will we initiate an account match if an eligible round up transaction does not occur due to insufficient available funds. It is possible to create insufficient funds on your Checking Account as a result of the feature's automatic round up transactions. Transfers to your Savings Account occur in real time once the qualifying debit card point-of-sale transaction has been processed through your account and therefore reduced the amount of available funds as a result. It is important that you keep track of your account transactions and the balance of available funds in your account.

#### **Account Matching**

For the first 90 days after account opening, Roger will match 100% of round-ups, up to \$100.00 and deposit it into your Savings Account on the first business day following 90 days after account opening. Starting on the first business day of the month following the initial 90 days, Roger will match 15% of round-ups, up to \$20.00 per month. The Round Up funds will be deposited in your Savings Account every 30 days following the start of the new 15% Round Up match period. If you turn off Round Up as a way to save, you will no longer receive Round-Up funds. The match credit is tax reportable, but should not be reported as interest. We may cancel or modify the round up transfer service or any matching credit feature at any time.

#### Early Pay

Early Pay access to direct deposit funds depends on the timing of the submission of the payment file from the payer. Roger Bank is unable to provide any guarantee that all deposits will be made available early. We generally make these funds available on the day the payment file is received, which may be up to 2 days earlier than the scheduled payment date.

**Fees and Charges.** Please refer to the Fee Schedule provided to you in these Terms for information about fees and charges associated with this account. A Fee Schedule is provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## FEE SCHEDULE

The following fees and charges may be assessed against your account:

### Fees and Charges

ATM & VISA CHECK CARDS - REISSUE	\$20.00
ATM & VISA CHECK CARDS - OVERNIGHT MAILING	\$45.00
ACCOUNT VERIFICATION LETTERS	\$25.00
GARNISHMENT OR LEVY- FEES ARE PURSUANT TO APPLICABLE STATUTORY RATES	
WIRE TRANSFER - INCOMING DOMESTIC	\$10.00
WIRE TRANSFER - INCOMING INTERNATIONAL	\$25.00
WIRE TRANSFER - OUTGOING DOMESTIC	\$25.00
WIRE TRANSFER - OUTGOING INTERNATIONAL	\$48.00
BILL PAY - EXPEDITED CHECK PAYMENT (OVERNIGHT DELIVERY)	\$45.00