

SECURE ONLINE AND MOBILE BANKING ACCESS AGREEMENT & ELECTRONIC FUND TRANSFER ACT DISCLOSURE

AGREEMENT: This Agreement established the rules, terms and conditions that govern electronic access to your accounts at AVB Bank (AVB) through our Secure Online Banking. By using our Secure Online and/or Mobile Banking, you accept the terms and conditions of the Agreement. PLEASE READ IT CAREFULLY.

DEFINITIONS: The terms and conditions herein constitute the agreement ("Agreement") between you and AVB Bank with respect to your use of Online and Mobile Banking Services ("Service") also referred to as Secure Online Banking. As used in this Agreement "we," "our," "us," "AVB" and "Bank" mean AVB Bank. "You" and "your" refer to the account holder authorized by AVB Bank to use our Secure Online Banking under this Agreement and anyone else authorized by the account holder to exercise control over the account holder's funds through Secure Online Banking. "Account" or "accounts" means your checking, savings, money market, line of credit, installment loan, mortgage loan or other loan accounts at AVB Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, including the Bill Payment Service. "Business day" means Monday through Friday. Federal holidays are not included.

ACCOUNT AGREEMENTS: The terms and conditions of the deposit agreements and disclosures for each of your AVB Bank accounts, as well as your other agreements with AVB Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This would include, but is not limited to, your deposit agreement, your signature card, the Bank's Schedule of Fees, the Bank's Electronic Fund Transfer Disclosure, any loan agreement, and any subsequent change of terms and notices.

DESCRIPTION OF SERVICE: You may use the service to: 1) transfer funds between your accounts; 2) transfer funds as a payment to your accounts; 3) View balance information for your accounts; 4) view account transactions; 5) review transactions for the current and previous statement cycles; 6) pay bills (an optional service offered to customers for a nominal fee) as defined further in this Agreement; 7) view check images; 8) perform account maintenance such as reordering checks, stopping payment on checks, and requesting customer service(s); 9) receive eStatements.

ACCOUNT OWNERSHIP: You must be an account owner to establish Secure Online Banking service. You agree that any arrangement with us to require one or more authorized signatures for transactions involving your accounts does not apply or limit our obligation to act upon transfer requests through Secure Online Banking. All authorized signers of a consumer account must execute the Secure Online Banking Enrollment Form before access is granted to your accounts under Secure Online Banking. Commercial account access must be authorized in accordance with resolution documents. For "Joint Accounts," each of you is jointly and severally obligated under the terms of this Agreement as well as the original account agreement(s) governing your joint accounts. Each of you acting alone may perform transactions, obtain information, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify either of you of actions taken by the other. However, each of you will only be permitted to access accounts for which you are an owner or authorized user. Each of you individually releases us from any liability and agrees not to make any claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Secure Online Banking accounts. Each of you agrees to indemnify us and hold us harmless from and against any and all liability including, but not limited to, reasonable attorney fees arising from any such claims or actions.

ACCESS: To use Secure Online Banking, you must have at least one checking account at AVB Bank, access to Internet service, and an email address. Once we have received your signed Enrollment Form, and verified your account information, we will send you, either by email or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned Login ID and temporary password. Upon initial login, you will be required to establish a password that you agree to keep confidential and secure. Secure Online Banking can be used only to access the AVB Bank accounts that you have designated on your Enrollment Form. You can add or delete any of your AVB Bank accounts to or from this Agreement by completing a new Enrollment Form or completing maintenance forms provided by the Bank. Access to your accounts through Secure Online Banking will be based upon the identification and authorization of users specified by you on your Enrollment Form. By use of your Login ID and secure password, you authorize the Bank to conduct online banking transactions on your behalf with no signature required and we undertake no obligation to determine that they are made on your behalf.

Hours of Access: You can use Secure Online Banking seven days a week, twenty-four hours a day, although some or all Secure Online Banking services may not be available occasionally due to unforeseen emergencies or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Bank's website at www.avb.bank.

Passwords: To maintain security, upon your initial login to Secure Online Banking, you are required to change your password to one that only you will use. Your password is then known only to you and is not communicated to us. You agree that we are authorized to act on instructions received under your password without your signature. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Secure Online Banking will be suspended. To re-establish Secure Online Banking, you must contact us to have your password reset or to obtain a new temporary password. We recommend that you create a password that utilizes both upper and lower case alpha, numeric and special characters for purpose of security. Your password should not be associated with any commonly known or easily accessed personal identification, such as social security numbers, address, date of birth, or names of children. We further recommend that you should memorize your password rather than writing it down where it might be accessed by unauthorized users.

The Bank makes the following recommendations regarding the computer you use to access Secure Online Banking. You agree that if you choose not to follow these recommendations, you do so at your own risk.

1. Ensure that antivirus software and anti-spyware software are installed, updated regularly and working pursuant to manufacturer's specifications.
2. Consider using a browser other than Microsoft Internet Explorer.
3. If you choose to use Microsoft Internet Explorer or another browser, ensure that you have the latest version, apply security updates regularly and set your "Internet zone security" to "high."

SECURITY: By using Secure Online Banking, you acknowledge your responsibility to prevent misuse of your accounts, your access to Secure Online Banking, and you agree to promptly examine your account statement(s) as soon as they are received. You agree to protect the confidentiality of your account(s), account number(s), and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account(s) may provide unauthorized access to your account(s). Your password and Login ID are intended to provide security against unauthorized entry and access to your account(s). Data transferred through Secure Online Banking is encrypted in an effort to provide transmission security and Secure Online Banking utilizes identification technology to verify that the sender and receiver of Secure Online Banking transmissions can be appropriately identified by each other. Do not send confidential information outside of transactions initiated through Secure Online Banking. Additionally, under no circumstances, will a Bank employee request your Login ID or password via the Internet, email, phone or other means. DO NOT RESPOND to such a request even if the individual claims to represent the Bank. Notify us immediately of any such request. Notwithstanding our efforts to insure that the Secure Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Secure Online Banking, or email transmitted to and from us, will not be monitored or read by others.

EQUIPMENT AND SOFTWARE: You are responsible for the installation, maintenance and operation of your computer and its software. The Bank is not responsible for any errors or failures from any malfunction of your computer or software. The Bank is also not responsible for any computer virus or related problems that may be associated with the use of any online system including Secure Online Banking. The Bank highly recommends the use of manufacturer recommended virus detection software.

POSTING OF TRANSFERS: Transfers initiated through Secure Online Banking before 6:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (Central Standard Time) on a business day, Saturday, Sunday, or federal holiday, will be posted on the next business day. Secure Online Banking identifies transfers based upon the Login ID of the user who made the electronic transfer. The Bank will not provide any receipt or documentation other than the regular monthly statement associated with your bank account(s). All transactions may be viewed online. Any transfer will be accompanied

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with a corresponding confirmation or transfer number. You should record this confirmation number and use it to verify the transfer on your monthly statement. You agree to communicate with any other persons with authorized access or joint ownership rights to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

OVERDRAFTS (Order of Payments, Transfers, and other Withdrawals): If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

1. Electronic funds transfers (EFT) involving currency disbursements, like ATM withdrawals, will have priority;
2. EFTs initiated through Secure Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled;
3. In the event the EFTs initiated through Secure Online Banking that would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

LIMITS ON AMOUNTS AND FREQUENCY OF SECURE ONLINE BANKING TRANSACTIONS: The number of transfers from AVB Bank accounts and the amounts, which may be transferred, are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. For example, federal regulations require limitations on the frequency of preauthorized and telephone transfers from savings and money market accounts. Withdrawals are limited to a total of six (6) per month or statement cycle. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

SECURE ONLINE BANKING BILL PAYMENT SERVICES: You must designate the AVB Bank account(s) from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day before 6:00 p.m. (Central Standard Time). By using Secure Online Banking Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft," or by debiting and remitting funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

Scheduling Secure Online Banking Bill Payments: If the payee is to be paid by paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is debited from your account. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is deducted from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

How to Cancel a Bill Payment: To cancel a bill payment you have scheduled through Secure Online Banking, you must cancel the payment online via our Secure Online Banking (by following the onscreen instructions) before 2:00 a.m. (CST) on the date the payment is scheduled to be debited from your account.

STOP PAYMENT REQUESTS: Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment that has been paid electronically. You may be able to stop a bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen.

You may initiate stop payment requests online via Secure Online Banking only for paper checks you have written (non-electronically) on your AVB Bank accounts (not Secure Online Banking bill payment paper drafts). Online stop payment requests are processed no later than 10:00 a.m. on the business day following the date the stop payment has been requested online. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop payment request online or by telephone, we may also require you to put your request in writing within 14 days after you call. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: You understand that we may disclose information to third parties about your accounts or the transfers you make in the following situations: 1) When necessary for completing transfers; 2) In accordance with laws that require disclosure to the government of the amount of interest you earn, and with large currency and foreign transactions; 3) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; 4) To inform credit-reporting or check verification companies when accounts are closed because they were not handled properly; 5) When we seek information about you from others, such as credit bureaus, in connection with the opening of or maintenance of your account or in connection with approving your access to Secure Online Banking; or 6) you give us written permission to disclose information. You agree and hereby authorize all of these transfers of information.

PERIODIC STATEMENTS: You will not receive a separate Secure Online Banking statement. Transfers to and from your accounts using Secure Online Banking will appear on the respective periodic account statements.

CHANGE IN TERMS: We may change any term of this Agreement at any time. If the change would result in increased fees for any Secure Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or strict limitations on the frequency of dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our Secure Online Banking systems. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of Secure Online Banking services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, INCLUDING BILL PAYMENTS: Contact us as soon as you can, if you think your statement is wrong, or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared. When you contact us:

1. Tell us your name and account number.
2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. If the suspected error relates to a bill payment made via the Secure Online Banking and/or Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number and the payee account number for the payment in questions. (This information appears on the Bill Payment View Posting Screen.)

If you contact us by telephone or by email, we may require that you send us your complaint or question in writing by postal mail or fax within 10 business days. We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of paper writing within 10 days, we may not provisionally credit your account. If we decide that there was no error, we will

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send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER: If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If you have not properly followed the on-screen instructions for using Secure Online Banking.
3. If your account is closed, or if it has been blocked or frozen.
4. If the transfer would cause your balance to go over bounce protection limit, the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
6. If a legal order directs us to prohibit withdrawals from the account.
7. If you or anyone authorized by you commits any fraud or violates any law or regulations.
8. If circumstances beyond our control (such as fire, flood, interruptions in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.
9. If any electronic terminal, telecommunication device, or any part of Secure Online Banking is not working properly and you knew about the problem when you started the transfer.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS: CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised or if someone had transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft protection limit or a line of credit amount, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500. Also, if your bank account statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time period.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY: We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with Secure Online Banking provided to you under this Agreement. We do not and cannot warrant that Secure Online Banking will operate without errors, or that any or all Secure Online Banking services will be available and operational at all times. Except as specifically provided in the Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any service or products provided under this Agreement or by reason of your use of or access to Secure Online Banking including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or bases on a warranty. Further, in no event shall the liability of AVB Bank and its affiliates exceed the amounts paid by you for the services provided to you through Secure Online Banking.

YOUR RIGHT TO TERMINATE: You may cancel your Secure Online Banking service at any time by providing us with written notice by postal mail or fax. Your access to Secure Online Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

OUR RIGHT TO TERMINATE: You agree that we can terminate or limit your access to Secure Online Banking services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your AVB Bank accounts. Our Secure Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3-business day's notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any other reason in our sole discretion.
4. If during a consecutive 90-day period, you do not access Secure Online Banking. If you wish to reactivate your service, a new agreement and application may be required.

GOVERNING LAW: This Agreement is also subject to applicable federal laws, including the applicable provisions of the Uniform Commercial Code and the laws of the State of Oklahoma (except to the extent this Agreement can and does vary such rules or laws).

SEVERABILITY: If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

HEADINGS: The titles and headings preceding the text and paragraphs of the sections and paragraphs of this Agreement have been inserted solely for convenience or reference and will not govern the interpretation of the provisions.

WAIVER: Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach of the parties pursuant to this Agreement that by their nature would continue beyond their termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and AVB Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

ERRORS, QUESTIONS OR OTHER COMMUNICATION: Unless this Agreement provides otherwise, you can communicate with us in any of the following ways:

Email-You can contact us by email at customerservice@avb.bank

(Please note that banking transactions through Secure Online Banking are not made via email.)

Telephone-You can contact us by telephone at 918-251-9611

Facsimile-You can contact us by fax at 918-259-2756

Postal Mail-You can write to us at: AVB Bank, PO Box 130, Broken Arrow, OK 74013

In Person-You may visit us in person at any one of our locations: 322 South Main Street, Broken Arrow, OK OR 6401 South Elm Place, Broken Arrow, OK OR 9800 East 51st Street, Tulsa, OK OR 2201 North Elm Place, Broken Arrow, OK

CONSENT TO ELECTRONIC DELIVERY OF NOTICES: You agree that any notice or other type of communication provided to you pursuant to the terms of the Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on our website at www.avb.bank or by email. You agree to notify us immediately of any change in your email address.