



Addendum to Internet Banking Disclosure and Agreement

Introduction. The following Terms and Conditions ("Agreement") apply to our Mobile Banking services (defined below).

By accepting this Agreement and using Mobile Banking, you agree to all the terms, conditions and notices contained in this agreement and accept responsibility for Your use of Mobile Banking. Please read about this agreement carefully before accepting. We may amend these terms and modify or cancel the mobile services and features We offer from time to time without notice, except as may be required by law.

We may offer additional mobile services and features in the future. Any such added mobile services and features will be governed by this agreement and by any terms and conditions provided to You at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service if applicable.

Any deposit Account accessed through this service is also subject to the Account disclosures and regulations for the Account (Account Disclosures). You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to Your use of Mobile Banking.

Definition of Terms. As used in this Agreement, the following words have the meanings given below:

"Account(s)" means Your eligible FirstOak Bank Account(s) that are available through on-line Banking, can be accessed through Mobile Banking.

"Available Balance" means the balance available at the time You make Your request, which is the total balance less any amounts that are held (e.g. based on funds availability), pledged (e.g. as security for a loan), or otherwise subject to restraint (e.g. due to legal process or levy). All outstanding transactions or holds on Your Account may not be included as of the time of Your request. Available Balance may not be the same as Collected Balance or Ledger Balance. For balance definitions, see also the Account Disclosures.

"Balance" means Your "Available Balance."

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic and/or capable of sending and receiving text messages. Your wireless carrier may assess Your fees for data or text messaging services. Please consult Your wireless plan or provider for details.

"Mobile Banking" means Banking services accessible from the Device You have registered with Us for Mobile Banking. The services included are: Short Message Service/Text messaging (SMS), mobile web and mobile applications.

"You" and **"Your(s)"** mean each person who applies to use the service and each person who uses the Service.

"We," "Us," "FirstOak Bank," "FOB" and "Bank" means FirstOak Bank.

Enrollment/Registration/Activation. Mobile Banking is offered as a convenience and a supplemental service to Your Banking with Us including our Online Banking Services. It is not intended to replace access to Online Banking from Your personal computer or other methods You use for managing Your Accounts and services with Us.

To enroll in Mobile Banking, you must have at least one active Account. You must have a Device to use with Mobile Banking.

You may enroll in SMS Mobile Banking from Your personal computer and register Your Device through on-line Banking. To register a Device, you must be the authorized user for the assigned number for the Device. You agree to provide Us with true, accurate, current and complete information during the enrollment/registration process.

Mobile Banking Cancellation. You may cancel SMS Mobile Banking at any time by texting STOP to 44660, by unsubscribing through on-line Banking or by calling (620) 331-2265.

Description of Mobile Banking. Mobile Banking features and services may vary depending on the method of Mobile Banking **We** offer and method **You** select. Currently three methods of Mobile Banking are available.

One: Mobile Text Messaging that allows You to access available information via text messaging from Your Device.

Two: Mobile Web, an internet-based platform You access via a URL unique to Your Device that allows You to access available information and make transfers between eligible Accounts.

Three: Mobile Application available for Android and Apple Devices that allows You to view available information and make transfers between eligible Accounts.

We may also limit the types and number of Accounts eligible for Mobile Banking. Mobile Banking may not always be supportable for all Device models or for all carriers. FOB cannot guarantee the availability of underlying data services provided by Your mobile carrier, i.e. We are not responsible for carrier data outages or "out of range" issues.

The following information is currently available to You via mobile text messaging: Available Balance and Summary Information. The following service is currently available using mobile web and the mobile application: Available Balance, Transfer of Funds

between FOB Accounts in Your profile, Transaction History and other Banking transactions that may be offered. (See the Internet Banking Disclosure and Agreement).

Internet access from Your Device is required to enroll in some Mobile Banking services.

Description of Mobile Banking Commands. Listed below are the Mobile Banking commands available for Your use with SMS Mobile Banking. We may change these commands from time to time. The most current list of commands is available by texting HELP to 44660.

- sum Receive summary information for all enabled Accounts
- bal Receive Balances for Enabled Accounts
- msg Text message directly to designated Bank contact
- sum ck1 Receive summary information for Account ck1
- bal sv1 Receive Balance information for Account sv1
- help Receive a text message listing available keyword

To Cancel SMS Mobile Banking (Opt-Out):

At any time, you may choose to cancel subscription to this service by:

- Sending a text message with the keyword stop to 44660

Terms and Conditions:

- Use of this service is subject to the terms of the Internet Banking Disclosure and Agreement. Your use of this service is Your acknowledgment that You have received these agreements and intend to be bound by them. You should review other disclosures received by You when You opened Your Account(s), which include, but are not limited to, the charges that may be imposed for electronic funds transfers, insufficient funds fee, etc. listed in the disclosures, as well as the fee schedule.
- You may be charged access rates or text messaging fees from Your mobile phone carrier depending on Your service plan. These fees are independent of any fees imposed by the Bank. Web access is required to use our web-enabled Mobile Banking service. Check with Your mobile service provider for details on specific fees and charges.
- Must be an Account holder or have permission from the Account holder to subscribe.
- All subscriptions are renewed automatically until canceled.

Your Mobile Banking Responsibilities. In addition to the terms and conditions in other sections of this Agreement and Your Responsibilities in the Electronic Funds Transfers Provisions section below:

You agree to monitor Your Account and important Account information through Your Online Banking Service, periodic statements for Your Account, if applicable and

important notices about Your Account delivered by Us, in addition to any services or information You may receive through Mobile Banking.

You agree to take every precaution to ensure the safety, security and integrity of Your Account and transactions when using Mobile Banking. You agree not to leave Your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by You. You agree not to provide Your password or other access information to any other person. If You do, we will not be liable for any damage resulting to You. You agree not to use any personally identifiable information when creating shortcuts to Your Account.

You agree to notify Us immediately if You lose or change or cancel the number of Your registered Device.

If You believe that someone may have unauthorized access to Your Mobile Banking, you agree to cancel Your Mobile Banking associated with the Device immediately.

You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at Your own risk, and You are responsible for compliance with local laws.

Electronic Fund Transfers Provisions.

A. Permitted Mobile Banking Transfers. You may use the mobile web and/or the mobile application to transfer funds between Your eligible FOB Accounts ("Internal Transfer"). Currently You may not transfer to or from an Account at another financial institution.

To request a transfer, select transfer funds and follow the instructions provided on Your mobile Device.

You must have sufficient funds available in the selected Account at the time the transfer request is received.

You may be subject to fees if You exceed the transaction limits of Your Account using Mobile Banking. Please see the Statement of Fees applicable to Your Account for more information. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in Your Account Balance and transaction history before withdrawing the transferred funds. You may also call Us at the telephone number listed on the disclosure page of Your statement to confirm any transfer.

Periodic Statements. You will receive a periodic Account statement.

Disclosure of Account Information. See the FirstOak Bank Privacy Policy for additional information.

Notices/Contact Information. Unless otherwise provided in this Agreement, for notices required to be given to Us by this agreement, call Us at (620) 331-2265 or send written correspondence to FirstOak Bank, PO Box 868, Independence, KS 67301.

You may update Your SMS Mobile Banking profile and make changes to Your SMS Mobile Banking service through FirstOak Bank's On-Line Banking.

We will notify You of any changes, fees, or other information about Mobile Banking, if required by law. Notices required to be given by Us under this Agreement or by law may be sent to You.

Our Limited Liability for Use of Mobile Banking. Our Mobile Banking services are provided to You on an "As-Is" and "As-Available" basis. We do not make any warranties or representations that You will have continuous or uninterrupted access to Mobile Banking or its content or functions, or that such functions will be error-free or any advertisements, or websites in connection with that service, including, without limitation, express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of third-party rights and title, and any implied warranties arising from course of dealing or course of performance. Your sole and exclusive remedy for any failure or non-performance of Mobile Banking (including any software or their materials supplied in connection with Mobile Banking) shall be for Us to use commercially reasonable efforts to perform an adjustment or

repair of the Mobile Banking service. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to You. You may also have other legal rights, which vary by state. In addition, see Electronic Funds Transfer Disclosure section for limits of liability provisions for transfers made using Mobile Banking, which section applies only to the extent not consistent with this limitation of liability provision.

In no event will FirstOak Bank or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third party service providers be liable for any consequential (including, without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute of goods or Mobile Banking), indirect, incidental, special or punitive damages arising out of or in connection with Your use of Mobile Banking. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to You.

Entire Agreement. This Agreement, as it may be amended from time to time, together with any other disclosures or documents provided to You about Your Mobile Banking services and Accounts, contains the entire agreement between You and supersedes any other or oral communications and previous agreements, if any, with regard to Mobile Banking and Internet Banking agreement.

Governing Law. Any Account will continue to be governed by the laws described in the Account agreement. This Agreement will be construed and interpreted in accordance

with any federal law applicable to Mobile Banking and to the extent not superseded by federal law, the laws of the state of Kansas without regard to conflict-of-law rules.