

Bank OZK Online Banking Agreement

This Online Banking Agreement (the “Agreement”) governs your use of the Online Banking Service (“the Service”) with Bank OZK available at www.bankOZK.com (the “Bank Site”). As used in this Agreement, "you" or "your" refers to the person(s) enrolling in or using the Service; "Bank" "we", "us" or "our" refers to Bank OZK and any agent, independent contractor, designee, or assignee we may, in our sole discretion, involve in the provision of the Service; "Account" or “Accounts” refers to any personal, non-business deposit or loan account you have with the Bank which is accessible through the Service; and "Account Terms and Conditions" means the agreements, disclosures, notices and related documents governing your Accounts, other than this Agreement.

BY SUBSCRIBING TO THE SERVICE OR USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. Please read this Agreement carefully and keep a copy for your records. Your Accounts will continue to be subject to the Account Terms and Conditions, except where it is noted in this Agreement, and to: (a) the terms or instructions appearing on a screen when using the Service; (b) the Bank's rules, procedures and policies applicable to the Accounts and the Service; (c) the rules and regulations of any funds transfer system used in connection with the Service; and (d) applicable state and federal laws and regulations. These procedures, policies, laws and regulations may change from time to time without notice to you unless required by law.

Ownership of Site. Bank OZK is a banking corporation headquartered in Little Rock, Arkansas (the “Bank”). All information, including texts and graphics, contained in the Bank Site is subject to a copyright in favor of the Bank. All information, including texts and graphics, contained in the site

https://web4.secureinternetbank.com/PBI_PBI1151/Login/082907273

Disclaimer of Warranties and Limitation of Liability. The Bank does not warrant the adequacy or accuracy of information contained in the Bank Site, Fiserv Site, or in third party sites linked to or from the Bank Site and/or Fiserv Site. In addition, the Bank shall not be liable to any person or entity for any errors or omissions contained in the Bank Site, Fiserv Site, and/or any third party sites linked to or from the Bank Site or Fiserv Site. Furthermore, the Bank shall not be liable for any direct, indirect, special, incidental, consequential, or punitive damages or lost profits arising in connection with the Bank Site, Fiserv Site, and/or third party sites or any interruption, delay in operation, computer virus, loss of data, or otherwise.

Transmission of Information to Bank. All information you transmit to us becomes the property of the Bank, and the Bank is free to use such information so long as its use is not contrary to state or federal laws. You may not transmit any obscene, libelous, or defamatory messages to us. All communications you send to us may be shared by the Bank with any of its affiliates unless you notify us to the contrary.

Your Access ID and Password. A User ID and password are used to initiate transfers and payments through the Service. You authorize us to follow any instructions entered through the Service using your User ID and password. Because your password can be used to access money in your Accounts, you should treat the password with the same degree of care and secrecy that you use to protect cash and other sensitive personal financial data. You agree not to allow access to your User ID and/or Password to any unauthorized individuals. You are responsible for any unauthorized transactions by anyone you allow to access the Service. You acknowledge that the security measures described above are commercially reasonable. You authorize and direct the Bank to transfer funds on the basis of the Account number(s) provided even if such number(s) identify a person or account you did not intend. If you believe that someone may attempt to use the Service on your behalf without your consent or has transferred money without your permission, you must notify the Bank at once by calling us at (800) 274-4482 during normal customer service hours.

Balance Inquiries and Transfers. You may use the Service to check the balance of your Accounts and to transfer funds between or among your Accounts. Certain types of Accounts with us may have transfer limitations. If any of your Accounts are subject to such limitations, those limitations will apply to transactions that you initiate through the Service. The total of all transfers made from an Account on a single day through the Service may not exceed amount of the funds available in the Account. The balance shown on the Service may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, or charges. If you have overdraft privilege, it will be accessed for transactions initiated with the Service.

Cut-Off Times. A transfer completed through the Service before 7:00 p.m. (Central Time) on a business day is posted to your Account the same day. All transfers initiated after 7:00 p.m. (Central Time) on a business day or a day that is not a business day will be posted on the next business day.

Funds Availability. When you request a transfer of funds or payment from an Account through the Service, we are not required to honor your request if the amount of the requested transfer or payment exceeds the amount of collected funds in the Account. If sufficient collected funds are not available in the Account at the time you request a transfer or payment, we can either (i) make the transfer or payment, in which case you will be liable for the deficit, or (ii) refuse to make the transfer or payment. In either case, you will be liable for any fee applicable to the withdrawal or attempted withdrawal of money from the Account in accordance with your Account Terms and Conditions.

Hours of Operation. Generally, the Service is available 24 hours a day, seven days a week. At certain times, the Service may not be available due to system maintenance or circumstances beyond our control.

Electronic Mail. You may communicate with us through email; however, you should not use e-mail for confidential matters and you should never include full account numbers or other detailed information regarding any of your Accounts you have with us in any email communication. We

may not immediately receive an email sent by you. No action will be taken on any email sent to us until it is actually received and we have had a reasonable opportunity to act on it. For immediate assistance, please call the Bank's Customer Service at (800) 274-4482. We will never initiate an email communication that requests confidential information about you or your accounts, or that requests passwords for any account. If you receive an email purporting to be from us and requesting any such information, do not respond to that email and notify us immediately at the number given above.

Equipment. You are responsible for obtaining, installing, maintaining, and operating all equipment used to perform transfers and payments through the Service. We will not be responsible for any errors or failures from the malfunction or failure of your equipment. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR TO THE EXTENT APPLICABLE LAW REQUIRES A DIFFERENT STANDARD, WE WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, LOSS, INJURY, OR DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE) IN ANY WAY ARISING OUT OF (A) ANY ERROR IN THE INSTALLATION, MAINTENANCE, OPERATION OR USE, OR ANY CONFIGURATION PROBLEM OR INCOMPATIBILITY, OF YOUR COMPUTER, RELATED EQUIPMENT OR SOFTWARE, (B) ANY FAILURE OR MALFUNCTION OF YOUR COMPUTER, RELATED EQUIPMENT OR SOFTWARE, (C) ANY FAILURE OR MALFUNCTION OF, OR ANY COMPROMISE OF DATA SENT USING, ANY TELEPHONE, INTERNET ACCESS, OR OTHER SERVICE YOU USE TO CONNECT TO THE SERVICE OR (D) ANY VIRUS OR SIMILAR PROBLEM RESULTING FROM THE USE OF THE SERVICE.

Exclusions of Warranties. THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Alterations and Amendments. The terms of this Agreement and any applicable fees and service charges may be altered or amended from time to time. In such event, we will update this Agreement on the Service. (Alternatively, we may deliver a written notice if required by regulation at your address as it appears on the Bank's records.) The Service will be updated on the effective date of the alteration or amendment, unless an immediate change is necessary to maintain the security of the Fiserv Site or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of the Fiserv Site, this Agreement will be updated within thirty (30) days after the change. Any use of the Service after the effective date of an alteration or amendment to this Agreement and any applicable fees and service charges will constitute your agreement to such alteration or amendment.

Address or Banking Changes. You agree to provide us with prompt, written notification of any change to your email address or your physical or mailing address. The change may be made through the Service or you may send your written notice to: Bank OZK, Retail Operations Support Department, P.O. Box 196, Ozark, Arkansas 72949.

Termination or Discontinuation. In the event you wish to discontinue the Service, you must contact the Digital Services Department in writing. Written notice of service discontinuance must be supplied ten (10) days prior to the actual discontinuation date and must be sent to: Bank OZK, P.O. Box 196, Ozark, Arkansas 72949. The Bank may terminate your access to the Service at any time. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement. You acknowledge and agree that we may consider your enrollment in any Service inactive or dormant after 180 days passing since you have logged in to the Service application. Once your enrollment has been placed on inactive or dormant status, Service transactions may be declined, you may not be able to access the Service, and you will be required to re-enroll in the Service in order to continue using it.

Information Authorization. Your enrollment in the Service may not be fulfilled if the Bank cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Bank reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bank reserves the right to obtain financial information regarding your Account from a merchant or financial institution to resolve payment-posting problems.

Arbitration. You or we may require that any dispute, controversy, or claim relating to this Agreement, or the breach of this Agreement, be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

Waiver of Jury Trial. You waive your right to a jury trial in any dispute with us. Such disputes must be resolved through arbitration only.

Waiver of Class Actions. You agree that the transactions utilizing the Service arise from a unique relationship between you and the Bank such that any alleged damage that may arise as a result of an alleged violation of this Agreement or the laws and regulations governing this Agreement are not the same for all persons utilizing the Service and therefore not appropriate for class action treatment. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THE BANK EITHER AS A MEMBER OF A PUTATIVE CLASS OR AS LEAD PLAINTIFF IN ANY DISPUTE AGAINST THE BANK.

Assignment. You may not assign your rights under this Agreement to any other party. The Bank may assign its rights under this Agreement to any affiliated entity. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver. The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any rights or remedies hereunder shall operate as a waiver of such

rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions. The captions of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arkansas, without regard to its conflicts of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law will control.

Indemnification. You agree to indemnify and hold us, our directors, officers, employees and agents harmless from any and all loss, liability, claim, demand, judgment, and expense arising out of or in any way connected with an Account, your breach of this Agreement, or the performance of the Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative.

Exclusive Remedy. THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

Joint Accounts. If two or more individuals hold an Account jointly (each, a "Joint Account Holder"), each Joint Account Holder must enroll such Account separately and will have his/her own Access ID and Password to access the Service. Each Joint Account Holder using the Service will be subject to this Agreement and it will apply to each Joint Account Holder jointly and severally. The Joint Account Holders will have access to and share transaction history for their jointly held Accounts on the Service, but will not share access to any Accounts which are separately held.

Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court order; or,
6. If you give us your written permission.

ELECTRONIC FUNDS TRANSFER DISCLOSURE

Bank OZK offers you the ability to transfer funds through the Service. To the extent that there are any inconsistencies between any statement made in this Electronic Funds Transfer Disclosure and the Electronic Funds Transfer Disclosure document you received when you opened your account, the Disclosure document you received at account opening will control.

Consumer Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all of the money in your account (plus the maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50.00 if someone used your Service User ID and password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get any money back after the 60 days 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 a hospital stay) kept you from telling us, we will extend the time periods.

Contact in Event of an Unauthorized Transfer. If you believe your User ID and password have been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call (800) 274-4482 or write: Bank OZK, Attn: Digital Services, P.O. Box 196, Ozark, Arkansas 72949.

Business Days. For the purposes of these disclosures, our business days are Monday through Friday, excluding most holidays.

Types of Transfers, Frequency, and Dollar Limitations.

Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings accounts.

Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking accounts.

Computer Transfers. You may access your accounts by accessing the Service with your user name and password to:

- Get information on all accounts tied to the Service
- Transfer funds between checking and savings
- Transfer funds from your account with us to an account you have at another financial institution within the following limits:
 - Transaction and daily limits: \$2,500.00
 - Outstanding limit: Sum total of your pending/settled transactions is \$2,500.00
 - Monthly limit: Sum of your transactions in a given month (30 day rolling limit) is \$5,000.00
- Make payments from checking or savings to loan accounts with us
- Make payments from checking to a third party via Bill Pay or PopMoney
- Transfer funds from your account at another financial institution to your account with us within the following limits:

- Transaction and daily limits: \$2,500.00
- Outstanding limit: Sum total of your pending/unsettled transactions is \$2,500.00
- Monthly limit: Sum total of your transactions in a given month (30 day rolling period limit) is \$5,000.00

External Transfers. You may transfer money to an account at another financial company from an account with us and vice versa, provided you own both accounts.

- Next Day Inbound service qualifications:
 - Your account with us cannot have more than three instances of non-sufficient funds in a month
 - Your account with us must have at least one successful inbound \$1,000.00 transfer using Bank's standard external transfer service
 - You may perform one inbound transfer in a month (30 day rolling period).
- Next-Day Outbound service qualifications:
 - Your account with us cannot have more than three instances of non-sufficient funds in a month
 - Amount of funds being transferred must be available in your account with us
- Next-Day Outbound limits
 - Transaction and daily limit \$2,500.00
- Cut off times
 - The cut off time for standard transfers scheduled today is 1 AM ET
 - The cut off time for next day transfers scheduled today is 8 PM ET

Mobile Banking Transfers. You may access your account(s) by web-enabled cell phone by access mobile banking and using your user name and password to:

- Get information on all accounts tied to the Service
- Transfer funds between your checking and savings accounts
- Make payments from checking or savings to loan accounts with us
- Make payments from checking to a third party via Bill Pay or PopMoney
- Make deposits to your checking or savings accounts through Mobile Capture

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payments may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers may occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge may occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

General Limitations. In addition to those limitations on transfers elsewhere described, if any,

- the following limitations apply: transfers or withdrawals from a savings/money market account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to 6 per monthly statement cycle. If you exceed the transfer limitations set forth above, your account shall be subject to closure. Your account will be charged \$10 in addition to other fees and charges for each statement cycle in which you exceed the transfer limitations. Refer to the Truth in Saving Initial Disclosure you received when you opened your account for additional information.

Fees. See the Schedule of Fees, below. There is no charge for the first 15 bills paid per month using Online Banking Bill Pay. For each additional bill paid, a \$0.50 charge will be assessed. Except as indicated above, we do not charge for Electronic Fund Transfers.

Confirmation of Transfers. (1) **Online Banking.** All transactions made via the internet will be confirmed to you electronically during the session. (2) **Terminal Transfers.** You may receive a receipt at the time you make a transfer to or from your account using an ATM or Point of Sale terminal provided the amount exceeds \$15.00. (3) **Preauthorized Credits.** 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 may call us at the telephone number listed at the end of this Agreement to find out whether or not the deposit has been made. (4) **Periodic Statements.** You will receive a monthly Account statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

Stop Payment Procedures for Preauthorized Payments.

Right to Stop Payment and Procedure for Doing So. For Online Banking transfers, you may cancel or amend an order electronically only as prompted during the session. After the session ceases, your transfer order is not subject to change. There is no fee assessed for canceling an Online Banking transfer order. If you have told us in advance to make regular payments out of your account, you may stop any of these payments. Here's how: Call or write us at the telephone number or address listed at the end of this Agreement in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order as disclosed in our fee schedule.

Notice of Varying Amounts for Payments You Authorize Outside of the Service. If these regular payments vary in amount, you normally will be notified ten (10) days before each payment, when it is due and the payment amount. 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.

Liability for Failure to Stop Payment of Preauthorized Transfer. If you request that we stop one of these payments before the transfer is scheduled using the procedure described in section (1) of this paragraph and we do not do so, we may be liable for your losses or damages.

Bank OZK' Liability for Failure to Make Transfers. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. 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 the transfer; (2) if the transfer would go over the credit limit on your overdraft line; (3) if the Service, terminal, or system was not working properly and you knew about the breakdown when you started the transfer; (4) if you have not provided the Service with the correct names or account information for those persons or entities to whom you wish to direct payment; (5) if the ATM where you are making the transfer does not have enough cash; (6) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; and (7) due to other exceptions stated in our Agreement with you.

Disclosure of Account Information to Third Parties. We will disclose information to third parties about your Account or the transfers you make: (1) where it is necessary for completing transfers, 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 a government agency or court order, or (4) if you give us your written permission.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS
Telephone or write us at the telephone number or address listed at the end of this Agreement as soon as possible if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the 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.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you 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 credit your account within 10 business days for the amount you think is in error, so that you will have 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 within 10 business days, we may not re-credit your account.

We will tell you the results within three 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. If the notice of error involves an electronic fund transfer which originated from a point of sale transaction made with a Check Card, the applicable time period shall be 90 calendar days in place of 45 calendar days.

Address and phone number. Our address and telephone number are: Bank OZK, Attn: Retail Operations Support, P.O. Box 196, Ozark, Arkansas 72949, (800) 274-4482.