END USER AGREEMENT

1. SafeSend and BankOnIT. Before your request to register to use the SafeSend system can be processed, you must enter into this End User Agreement in favor of BankOnIT, LLC (“BankOnIT”), 8601 Commerce Park Drive, Oklahoma City, Oklahoma 73132. BankOnIT is the manufacturer of SafeSend software, and licenses its use to paid subscribers, which typically are businesses and other organizations. These paid subscribers desire a convenient way to send secure e-mails and attachments to their customers or other individuals. SafeSend also allows any person receiving a secure e-mail to send a secure reply to that e-mail. The SafeSend e-mail service can be a useful means of sending e-mails (and attached documents) or replies (including attachments) that may contain financial or other sensitive information. All such e-mails are encrypted and password-protected.

As an end user, you do not pay for your use of SafeSend, but your use is subject to the conditions and limitations set out in this End User Agreement. There are two types of end users—a “SafeSend Sender” and a “SafeSend Receiver”—and this agreement applies to both.

A “SafeSend Sender” is someone who can originate secure e-mails that may be addressed to anyone. This person is also able to receive secure responses to e-mails that have been sent, as well as receiving e-mails originated by any other SafeSend Sender.

A “SafeSend Receiver” can be anyone with an e-mail address. This person does not require pre-authorization by a paid subscriber. A SafeSend Receiver can receive and open a secure e-mail from any SafeSend Sender (after accepting this End User Agreement, registering and choosing a password). The SafeSend Receiver can reply only to a specific SafeSend Sender who has sent an e-mail message; but the SafeSend Receiver may continue to communicate with that SafeSend Sender by sending as many replies as necessary. (This can be useful, as one example, in supplying documentation required by a financial institution in connection with a loan application.) A SafeSend Receiver cannot originate new e-mails to anyone.

A “SafeSend Sender” has that status only because of authorization given to BankOnIT by a business or organization that is a SafeSend paid subscriber. (Generally, a SafeSend Sender is an employee, agent, or other person associated with a business or organization that is the paid subscriber to the SafeSend service. Each SafeSend Sender’s continued use of SafeSend to originate secure e-mails is dependent on the paid subscriber’s continuing authorization of that person to use SafeSend, as well as the paid subscriber’s continuing timely payment to BankOnIT for rights to use the service.)

2. Your Agreement. Each SafeSend Sender or SafeSend Receiver (sometimes referred to herein as “user,” “end user” or “you”) must accept the terms and conditions of this End User Agreement before gaining access to the SafeSend system. If you click on the “I accept” button, that will indicate your acceptance of all of the terms and conditions. BankOnIT will then allow you to register with and gain access to the SafeSend e-mail system; provided, as stated above, no one may register as a SafeSend Sender without also being authorized by a paid SafeSend subscriber.

By clicking on “I accept,” you also represent that you are of legal age, that you are giving your true name in registering for SafeSend (not a nickname, false name, or name of another), and that you have full capacity to enter into this End User Agreement. (You will not register for SafeSend if you are a minor or otherwise lack legal capacity to act, either for yourself or in any representative capacity.) If you are an authorized representative of another person or entity, you still must register in your individual name, and not in the name of the other person or entity.)

Only one user may register in connection with a particular e-mail address. You agree to adequately protect your SafeSend password from access by others. (For example, you will not write it down where others may find it.) You specifically agree not to disclose your SafeSend password or share it with any other person. (You are strongly cautioned that doing so may jeopardize the restricted access and confidentiality that SafeSend is otherwise designed to provide.) You agree that all secure e-mails sent to or received from the e-mail address supplied by you in connection with your registration will be
considered for all purposes (both by BankOnIT and by any paid subscriber with which a particular SafeSend Sender is associated) as having been sent or received by you personally and also by you in any authorized representative capacity that you hold. Neither BankOnIT nor any paid subscriber will be responsible to you or any other person for damages resulting directly or indirectly from your inadequate protection or actual disclosure of a SafeSend password.

3. **Representative Capacity, Etc.** If you are the authorized representative of another person or of a legally separate entity of any type (corporation, LLC, trust, estate, etc.), you agree that your registration with SafeSend will be made in your individual name, and not in the name of the other person or entity. However, you agree that your registration with SafeSend and consent to this End User Agreement in your own name will bind not only you individually but also any other person or entity for which you are allowed to act in a representative capacity. If any secure e-mail is sent to or received by you by means of the e-mail address that you have used to register with SafeSend, you agree that such e-mail shall be considered for all purposes as sent (or received) not only by you personally but also by any other person or entity for which you are an authorized representative, as applicable.

If you violate this agreement by registering to use SafeSend in a name that is not your individual name, you nevertheless agree to be personally bound by this User Agreement, and any person or entity for which you are an authorized representative will also be bound.

4. **Acceptable Use Policy.** You will not knowingly use the SafeSend system in any way that violates Federal, State, Local, or International Law. You will not use SafeSend to send information or material that may violate any trade secret, copyright, or patent protection, or any other person’s rights of privacy or publicity, or that may result in the spread of computer viruses, or other damaging programs or data files.

SafeSend is designed for business or organizational use, and not for other personal communications or social networking. You will avoid sending SafeSend e-mails or replies that are unrelated to the purposes of the business or organization that a SafeSend Sender is associated with.

You will not include in any SafeSend e-mail or reply (or attachment) any language or other material that may reasonably be interpreted as threatening, intimidating, harassing, insulting, obscene, profane, or defamatory. You agree not to use SafeSend to communicate views on controversial or potentially divisive topics, or subjects that may tend to upset or offend a recipient who holds different views or beliefs, including topics such as politics, religion and social values.

Each SafeSend Sender agrees to use SafeSend only in a manner consistent with the legitimate business or organizational purposes of the paid subscriber authorizing that SafeSend Sender. Without limitation, a SafeSend Sender agrees not to violate any privacy policy, employee policy, and other business guideline, rule, regulation or ethical standard applicable to that paid subscriber.

5. **No Reverse Engineering or Other Improper Action.** You agree not to reverse-engineer, decompile, disassemble, hack, or otherwise attempt to disable or modify the SafeSend software. You will not copy the SafeSend software or attempt to use it for any purpose outside of the use for which you are permitted to register as a user.

6. **Termination of User’s Access.** In BankOnIT’s sole opinion, if you are in breach of the Acceptable Use Policy (Section 3, above) or any other provision of this User Agreement, BankOnIT may immediately suspend or terminate your ability to receive, send, respond to, or otherwise access SafeSend e-mails, without additional notification to you.

If you are a SafeSend Sender, you enjoy that status because a paid subscriber has authorized you. The paid subscriber that you are associated with has the right to suspend or terminate your status as a SafeSend Sender at any time, with or without cause, including all access to SafeSend e-mails.
BankOnIT may suspend or terminate a SafeSend Sender’s status at any time if the associated paid subscriber’s right to use SafeSend is suspended or terminated for nonpayment, or at the end of that subscriber’s contractually agreed period of SafeSend access.

If a SafeSend Sender’s status as a user is suspended or terminated, a SafeSend Receiver will be unable to respond to any e-mail previously received from that person, for so long as the suspension or termination continues. However, a SafeSend Receiver will continue to be able to receive (and respond to) secure e-mails from any other SafeSend Sender who is authorized and active.

7. Subscriber’s Right to Access Secure E-Mails; Limitation on User’s Right to Access E-Mails. Each user understands that there can be no expectation of privacy or confidentiality between a SafeSend Sender and the paid subscriber who authorizes that SafeSend Sender. Upon request of the paid subscriber, BankOnIT will provide all of a SafeSend Sender’s e-mail files to the paid subscriber authorizing that SafeSend Sender, including e-mail replies sent to the SafeSend Sender by any SafeSend Receiver.

Policies may differ from one organization to another, but a paid subscriber generally will not allow its other employees or agents to access a SafeSend Sender’s e-mail files except on a need-to-know basis. (As an example, if a SafeSend Sender is ill or on vacation, it may be necessary for the business or organization to access that person’s e-mail files (sent and received) in order to process a pending transaction in a timely manner. For another example, if a SafeSend Sender’s employment ends, the business or organization may need to access that person’s existing e-mail files, including replies received from SafeSend Receivers.)

Neither a SafeSend Sender nor a SafeSend Receiver should include information in a SafeSend e-mail or reply e-mail that the individual does not want some other authorized person at the same authorizing business or organization to read if the circumstances require. A SafeSend Receiver should assume that any SafeSend Sender receiving a reply to a secure e-mail will share that information (for example, an application, financial statement, tax return or business plan) to the same extent that the information is shared with other authorized persons when the information is submitted to that business or organization in person.

SafeSend access is created primarily for the benefit of the business or organization that is the paid subscriber, and only incidentally for use of a SafeSend Sender or SafeSend Receiver. For this reason, neither a SafeSend Sender nor a SafeSend Receiver will have any ownership of SafeSend messages, nor any continuing right to access such messages if the SafeSend Sender’s or SafeSend Receiver’s authorization to use the system is suspended or terminated. A paid subscriber, on the other hand, shall have certain continuing rights to control, access and use for intended or necessary purposes any SafeSend messages that have been sent or received by each SafeSend Sender authorized by that paid subscriber, including e-mail replies from a SafeSend Receiver.

8. Disclaimer of Warranties. USE OF SAFESEND IS AT YOUR OWN RISK. BANKONIT MAKES NO WARRANTIES TO THE USER, EXPRESS OR IMPLIED, WITH REGARD TO THE SAFESEND SOFTWARE, ITS CONDITION, FITNESS FOR USE, FITNESS FOR THE SPECIFIC PURPOSE, OR ANY OTHER MATTER. BankOnIT provides access to SafeSend end users as a convenience to paid subscribers. (End users are not paid subscribers.) Even if there is some warranty, express or implied, that exists in favor of paid subscribers (entities separate from the end user), and such warranty cannot be disclaimed under applicable law, that warranty will not extend to an end user, for the reason that an end user does not make any financial payment to BankOnIT for use of the SafeSend software.

BankOnIT undertakes no duty to an end user to correct any problems that may arise with respect to the SafeSend software or to improve the individual’s user’s ability to use it for intended purposes. BankOnIT’s only responsibility is to make reasonable efforts to correct problems for paid subscribers.

9. Limitation on BankOnIT’s Liability to You. IN NO EVENT WILL BANKONIT BE LIABLE TO YOU FOR ANY DAMAGES, EITHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY
10. Your Liability to BankOnIT. YOU, HOWEVER, WILL BE LIABLE TO AND INDEMNIFY BANKONIT FOR DAMAGES RESULTING FROM YOUR WILLFUL OR NEGLECTFUL VIOLATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR BREACH OF SECTIONS 3 OR 4 ABOVE.

11. Confidentiality. As used in this section, “Confidential Information” includes any non-public personal information about you and any information and data such as your name, address, account number, and any other data relating to you.

BankOnIT specifically agrees not to use or disclose Confidential Information in any manner prohibited by Title V of the Graham-Leach-Bliley Act. BankOnIT will use the same care and discretion to avoid disclosure of Confidential Information that it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care. SafeSend e-mails are encrypted while in BankOnIT’s control, which provides a greater level of protection from unauthorized internal disclosure. BankOnIT will disclose Confidential Information to its own employees or agents only on a need-to-know basis, as may be necessary to carry out maintenance or other required tasks. BankOnIT will ensure that its employees or agents are familiar with and agree to BankOnIT’s confidentiality provisions.

As explained in more detail in Section 6 above, e-mails sent or received by each SafeSend Sender are subject to access and control by the paid subscriber that authorized the specific SafeSend Sender. (For example, a financial institution officer is authorized by that institution to be a SafeSend Sender, and the institution will have access to those e-mails). Accordingly, a user should also examine and understand the privacy policy of the business or organization that has authorized the particular SafeSend Sender.

BankOnIT’s own privacy policy (which determines BankOnIT’s own actions, but not those of a paid subscriber) can be accessed by a separate tab on the webpage you are now accessing.

12. Information Security. BankOnIT has implemented and will maintain appropriate measures designed to meet the objectives of applicable guidelines establishing information security standards as adopted by any federal regulatory agencies having jurisdiction over BankOnIT’s business. BankOnIT obtains annual information technology audits, and is regularly subject to Technology Service Provider examinations by the federal banking regulatory agencies with regard to BankOnIT’s information technology operations, safeguards, and policies. BankOnIT’s regular security measures include appropriate disposal of consumer information as required, and taking appropriate actions to address incidents of unauthorized access to consumer information, including notification to an affected paid subscriber and related users as soon as possible concerning any such incident.

13. Additional or Amended Rules. You agree also to comply with such additional or amended rules regarding use of SafeSend as BankOnIT may post from time to time on the website for SafeSend. If you are not willing to comply with any such additional or amended rules, you agree that you will promptly stop using SafeSend after such rules are posted. Continuing use shall signify your consent.

   a. Non-enforcement: Non-enforcement of any provision of this End User Agreement by BankOnIT will not constitute waiver of such provision. BankOnIT reserves the right to enforce the terms of this End User Agreement in its sole discretion.
   b. Assignment: This End User Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the user and BankOnIT.
   c. Governing Law. This End User Agreement shall be construed, interpreted and otherwise governed under the laws of the State of Oklahoma (without regard to conflicts of law principles) and applicable federal laws.