

License Agreement

This License Agreement (the "Agreement") is a legal agreement between the financial institution whose name appears at the end of this Agreement ("you") and the Oklahoma Bankers Association Inc. ("OBA"), an Oklahoma corporation with its principal place of business at 643 N.W. 41st St., Oklahoma City, OK 73105, regarding your access to and use of the FRAUD-NET.COM Web site ("Web Site"). The terms of this Agreement shall govern your access to and use of the Web Site. In consideration of OBA allowing you to access and/or use this Web Site, you agree to all of the terms of this Agreement. The Terms are meant to protect all users of the Web Site. **CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY SIGNING, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT.**

1. OBA reserves the right, in its sole discretion, to modify, alter or otherwise update the terms of this Agreement at any time by posting modifications, alterations, regulations or updates on the Web Site. Such provisions shall be effective immediately upon posting. By using the Web Site after OBA posts notice of such modifications, alterations, regulations or updates you agree to be bound by such revised terms.

2. In accordance with OBA's goals, the Web Site may ultimately permit you to link to other web sites that may or may not be affiliated with the Web Site and/or OBA, and that may have terms of use that differ from, or contain terms in addition to, the terms specified here. Your access to such other sites through links provided on the Web Site is governed by the terms of use and policies of those sites, not the Web Site.

3. You acknowledge that all content on the Web Site, including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by U.S. and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes), and is owned and controlled by OBA or its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively "Providers"). You may not use any trademarks, service marks or copyrighted materials appearing on the Web Site, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame or otherwise incorporate into another web site any of the content or other materials on the Web Site without prior written consent of OBA.

4. As a condition to your use of the Web Site, you warrant to OBA that you, including your authorized employees and agents, will not use the Web Site or the information, content or generated documents for any purpose that is unlawful or prohibited by this Agreement. This warranty includes without limitation the posting, inclusion or transmitting of any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material. You acknowledge and agree that information posted on the Web Site is to be used only for its intended purpose, which is to notify other financial institutions and law enforcement agencies of actual or attempted fraud, or to prevent such fraud. You warrant and agree that you will not use or allow others to use posted information to establish creditworthiness of a consumer or eligibility of a consumer for employment, insurance or other purposes related to the transaction of normal business. The Web Site is not intended to be and shall not be used as a credit or check verification service. You agree to use the information on the Web Site only for the intended and permitted purposes, and you agree not to capture and/or disseminate information posted on the Web Site for purposes other than the intended and permitted purposes. You agree to distribute information obtained from the Web Site only within your institution and only to employees who have a duty or legal interest in the subject matter of that information in order to perform their own jobs.

You warrant and agree that in all information you post (a) you shall make only statements of fact that you know or believe to be true based upon first hand accounts of employees after reasonable investigation into the accuracy of those statements; provided, however, that where circumstances do not permit an investigation, you will describe the circumstances creating the emergency and provide cautionary advice about the limited extent to which the accuracy of the information was investigated; (b) you shall not characterize an individual suspected of participating in fraudulent activity as being a "thief," "crook," "felon," "liar," or similar terms; and (c) you shall not include extraneous derogatory information about the individual, knowledge of which is not necessary to understand or to use the primary information being communicated.

You warrant and agree that you will not (a) falsify or misrepresent any personal or business information regarding your identity or intentions with respect to any matter; (b) post, publish, transmit, distribute, or upload any information through or link, directly or

indirectly, any information to the Web Site that OBA, in its sole discretion, deems unlawful, obscene, derogatory, abusive, threatening, discriminatory with respect to race or gender, or otherwise disagreeable; (c) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Web Site that contains a virus, Trojan horse, worms, time bombs, cancelbots, or any other harmful software code or programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or personal information; (d) post, publish, transmit, distribute, or upload any information through or link directly or indirectly any information to the Web Site that is unlawful, fraudulent, or otherwise disagreeable, including without limitation, any information, communication or transmission that constitutes or supports the commission of any illegal activity or any violation of local, state, national or foreign law, statute, ordinance or regulation (including without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) post, publish, transmit, distribute, or upload through the Web Site, or link directly or indirectly to the Web Site, any information such as bulk e-mail solicitations, chain letters, solicitations, advertisements, pyramid schemes or any other unsolicited communication, including without limitation, spamming any other party; (f) use, reproduce, distribute, publish or communicate any information obtained from the Web Site for any commercial reason, unless such activity has been expressly approved in writing by OBA; or (g) create liability for OBA or cause OBA to lose (in whole or in part) the services of OBA's Internet service provider(s) or other suppliers.

OBA reserves the right to block information from being posted to the Web Site, and may remove information posted to the Web Site. However, it remains the responsibility of your financial institution, not OBA, to prevent inappropriate information from being posted to the Web Site by your employees and agents.

5. Only the officer(s) indicated by name on Exhibit A, which is attached to and incorporated in this Agreement, may request on behalf of your financial institution that OBA add or delete names of "end users" who may access the Web Site as employee(s) or agent(s) of your financial institution. The "Exhibit A" list may be modified by delivering to OBA a revised Exhibit A, typed on your financial institution's letterhead, and signed and dated by your financial institution's duly authorized C.E.O. or President.

You agree to notify OBA promptly when any "end user" authorized by your financial institution is no longer employed, or has a change in job description no longer qualifying that person to have access to the Web Site, or whenever you learn that an end user's username and password for accessing the Web Site have been given to or obtained by anyone other than the "end user" to whom that username and password were issued. You agree that every employee or agent authorized by your financial institution to access the Web Site shall obtain a separate username and password from the OBA and shall access the Web Site only by using his/her own username and password. You agree to use adequate security procedures to ensure that each end user is the only person using his/her username and password to access the Web Site. You acknowledge the importance of this restriction, which protects confidentiality of information on the Web Site, and allows OBA to identify the specific individuals who have accessed the Web Site and/or have posted information to the Web Site.

To protect how information is posted to or accessed from the Web Site, and how such information is used, you agree that all employees or agents authorized by you to have access to the Web Site must be persons involved in the operations area of your financial institution. Any employee or agent involved only in front-office operations of your financial institution (such as a teller or new accounts representative) must be designated by you as having "reading rights only" access to the Web Site. Unless you designate that a specific employee or agent shall have "posting rights" access to the Web Site in addition to "reading rights" access, any person that you authorize shall have only "reading rights" access. At your discretion, one or more of your financial institution's back-office personnel shall be designated by you to have "posting rights" access to the Web Site in addition to "reading rights" access.

6. If you violate any of the terms of this Agreement, your permission to use the Web Site immediately terminates without the necessity of any notice.

7. OBA reserves the right to deny access to the Web Site to any individual or entity, at its discretion, for any reason, including for violation of this Agreement.

8. The Web Site may contain links to other web sites ("Linked Sites"). Linked Sites are provided for your convenience and information only and, as such, you access them at your own risk. The content of any Linked Sites is not under the control of OBA, and OBA is not responsible for, and does not endorse, such content, whether or not OBA is affiliated with the owners of such Linked Sites. You may not establish a hyperlink to the Web Site or provide any links that state or imply any sponsorship or endorsement of your web site by OBA, or its affiliates or Providers.

9. Disclaimer of Warranties and Liability. ALL CONTENT ON THE WEB SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. OTHER THAN THOSE WARRANTIES WHICH, UNDER THE U.S. LAWS APPLICABLE TO THESE TERMS, ARE IMPLIED BY LAW AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION, OBA DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER OBA, ITS AFFILIATED OR RELATED ENTITIES, NOR THE PROVIDERS, NOR ANY

PERSON INVOLVED IN THE CREATION, PRODUCTION, AND DISTRIBUTION OF THIS WEB SITE WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEB SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT THAT YOU ACCESS ON THIS WEB SITE IS PROVIDED SOLELY FOR YOUR CONVENIENCE AND INFORMATION ONLY. OBA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEB SITE, OR AS TO THE RELIABILITY, ACCURACY OR CURRENCY OF ANY INFORMATION CONTENT, AND/OR SERVICE ACQUIRED PURSUANT TO YOUR USE OF THE WEB SITE.

YOU EXPRESSLY AGREE THAT USE OF THE WEB SITE IS AT YOUR SOLE RISK. YOU (AND NOT OBA) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF YOUR SYSTEM. YOU EXPRESSLY AGREE THAT NEITHER OBA, NOR ITS AFFILIATED OR RELATED ENTITIES (INCLUDING ITS PROVIDERS), NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OR AGENTS, NOR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION AND DISTRIBUTION OF THE WEB SITE, IS RESPONSIBLE OR LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM THE USE OR ATTEMPTED USE OF THE WEB SITE OR ANY OTHER LINKED SITE. BY WAY OF EXAMPLE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OBA AND RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THIS WEB SITE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT OBA IS NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR THIRD PARTIES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, THE LIABILITY OF OBA IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

10. You agree to indemnify, defend, and hold harmless OBA and its Providers, its and their officers, directors, employees, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of this Agreement.

11. This Agreement is for the benefit of OBA and its Providers, its and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce this Agreement directly against you on its or their own behalf.

12. Unless otherwise specified, the content contained in this Web Site is presented solely for your convenience and/or information. The Web Site is controlled by OBA and its Providers from its offices within Oklahoma. OBA makes no representation that content in the Web Site is appropriate or available for use in other locations. Those who choose to access the Web Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export the materials in the Web Site in violation of U.S. export laws and regulations. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma, as they are applied to agreements entered into and to be performed entirely within such state. Any action you, any third party or OBA brings to enforce this Agreement, or in connection with any matters related to this Web Site, shall be brought only in either the state or federal courts located in Oklahoma County, Oklahoma, and you expressly consent to the jurisdiction of said courts. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

13. The provisions and conditions of this Agreement, and each obligation referenced herein, represent the entire Agreement between OBA, its affiliated or related entities, and you, and supersede any prior agreements or understandings not incorporated herein. In the event that any inconsistencies exist between this Agreement and any future published terms of use or understanding, the last published terms or understanding shall prevail.

14. ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY OBA.

DATED this _____ day of _____, 2003.

“OBA”

“YOU”

Oklahoma Bankers Association Inc.

Bank Name: _____

By: _____

By (Officer's Signature): _____

Its (Officer Title): _____

Its (Officer Title): _____

EXHIBIT A

Authorized Officer(s)

The following named financial institution officer(s) will be the only ones who may deal with the OBA on behalf of your financial institution in requesting either (i) that additional “end users” be given access to the FRAUD-NET.COM Web Site, or (ii) that “end users” be removed from access to the Web Site. (The same officer(s) listed below shall also have authority, only as permitted by the Agreement, to change certain “end users” from “reading rights only” access to the Web Site, to a status allowing both “reading rights” and “posting rights”; or vice versa.)

Authorized Officer Name: _____

Authorized Officer Name: _____

Authorized Officer Name: _____

Authorized Officer Name: _____

The preceding list of officer(s) authorized to request that “end users” be added or removed will remain in effect until your financial institution changes the list by submitting a new “Exhibit A” complying with the requirements of Section 5 of the Agreement.