

## Citizens Bank Online Service Agreement

### **These are the Terms and Conditions of Citizens e-Branch Banking.**

This Agreement governs the use of the Citizens e-Branch Banking service. By using Citizens e-Branch Banking, you accept all the terms and conditions of this agreement. Please read it carefully. You should retain a copy of this agreement for your records.

#### **You may reach Citizens Bank at:**

P.O. Box 197, 100 Circle Drive

New Haven, MO 63068

Ph: 573-237-3051

Fax: 573-237-3057

The terms and conditions of the deposit agreements and disclosures for each of your accounts with Citizens Bank as well as your other agreements with Citizens Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. If there is a conflict between the terms of your other agreements with Citizens Bank and this Agreement, then the one of your pre-existing agreements and disclosures will apply. When you use any of the Citizens e-Branch Banking Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

Definitions, as used in this Agreement, include the words "we," "our," "us," and "Bank" mean Citizens Bank. "Citizens e-Branch Banking" means Citizens Bank Online Banking Service. "You," "your," "Customer" and "Company" refer to the accountholder authorized by Citizens Bank to use Citizens e-Branch Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through e-Branch Banking. "Account" or "accounts" means your accounts at Citizens Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Citizens Bank accounts using Citizens e-Branch Banking including Citizens e-Pay bill pay service. "Citizens e-Branch Banking Services" means the services provided pursuant to this Agreement, including the Citizens e-Pay Bill Payment Service. "Business Day" means Monday through Friday, excluding Federal Holidays.

State and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations, regulate much of our relationship with you. These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law. Your continued use of the service following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change. Notice of a change may be made by mail or electronically. Some of the transactions permitted under this Agreement are governed by the Electronic Fund Transfer Act and some terms and conditions included in the Agreement are required by this Act.

Account information displayed through Citizens e-Branch Banking is the balance and activity information as of the close of business of the previous business day; transactions that have been processed for the current day may be listed on the site for informational purposes only. Funds transfers between accounts initiated on your computer using Citizens e-Branch Banking and received by the Bank by 4:00 p.m. CT Monday through Friday will be effective on the current business day. Funds transfers processed on your computer using Citizens e-Branch Banking and received after 4:00 p.m. CT Monday through Friday or all day Saturday, Sunday, and banking holidays will be effective the following business day.

## **Computer Equipment and Software**

You are solely responsible for the maintenance, installations, and operation of your computer and for the software used in accessing Citizens e-Branch Banking service. The Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will the Bank be responsible for any computer virus that affects your computer or the software while using Citizens e-Branch Banking.

Additionally, you must have an Internet Service Provider and a Browser to utilize our e-Branch Banking service through the Internet. It will be your responsibility to establish Internet service through a provider. Any costs or fees from your Internet provider are solely your responsibility.

## **System Requirements and Recommendations**

1. Internet Explorer 5.5 (Internet Explorer 6.0 Recommend) w/ 128 bit encryption
2. Netscape 6.1 w/128 bit encryption
3. Screen Size: 800 by 600 Pixels
4. Pentium III (Recommend)
5. 128 MB RAM (Recommend)
6. We are not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable anti-virus product to detect and remove viruses found. An undetected or unrepaired virus may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

## **Security**

You understand that the Bank has implemented a security procedure for the purpose of verifying the authenticity of the payment instructions transmitted to the Bank by you and not for the purpose of detecting errors in such instructions. The security procedure consists of unique user identification and a transmission password. In an effort to provide the highest degree of confidentiality and security, the Bank requires the use of browsers that provide encryption using a 128-bit key. You agree that this procedure constitutes a commercially reasonable method of providing security against unauthorized instructions. You agree to be bound by any instruction issued by you and received and verified by the Bank in accordance with such security procedure. In addition, you shall indemnify and hold the Bank harmless from and against any loss suffered or liability incurred by, or arising from the execution of instructions in good faith and in compliance with such security procedure.

Notwithstanding our efforts to ensure that the Citizens e-Branch Banking System 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 Citizens e-Branch Banking, or e-mail transmitted to and from us, will not be monitored or read by others. You understand and agree that any connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in

violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

### **User Code and Password**

Each customer requesting access to Citizens e-Branch Banking will be assigned a separate User Code and Password. For security purposes, each User is required to change their Password upon their initial login to Citizens e-Branch Banking. You acknowledge and agree that the Bank, in granting your request, shall issue to you an initial Password to facilitate your exclusive access to Citizens e-Branch Banking as requested herein, and said initial Password shall be kept absolutely confidential by you to ensure secured access to your accounts. Further, you agree to change the initial Password to a Password of your sole selection and choosing upon your initial access to the Citizens e-Branch Banking System. You determine what Password you will use and the identity of your Password is not communicated to us. Neither Citizens Bank nor any of its representatives shall ever ask for your Password. You agree that we are authorized to act on instruction received under your Password. If you permit any other person to use the services provided by Citizens e-Branch Banking or your User Code ID and Password, you will have authorized that person to access your accounts and you are responsible for any transaction that person initiates or authorizes from your accounts. You accept responsibility for the confidentiality and security of your Password and agree to change it in accordance with the Citizens e-Branch Banking System requirements. Upon a pre-determined number of unsuccessful attempts to use your User Code or Password, your access to Citizens e-Branch Banking will be revoked. To re-establish your authorization to use Citizens e-Branch Banking, you must contact us to have your User Code and/or Password reset. We recommend that you create a Password that is used expressly for Citizens e-Branch Banking and not associated with any commonly known personal identification. The Password should be memorized rather than written down.

### **Account Requirements**

To subscribe to Citizens e-Branch Banking, you must maintain at least one Checking, Savings, Certificate of Deposit or Loan account with the Bank. Citizens e-Branch Banking will allow you to access more than one account to view account balances, transaction information and transfer funds among designated accounts.

In order to access the Citizens e-Pay bill payment service, you must have an established checking account (Premier, Choice, Freedom or Advantage Club). Although you may currently have a different type of account with us, the Premier, Choice, Freedom or Advantage Club checking accounts are the only accounts accessible for the bill payment function. This decision was based on Regulation D, which limits the number of withdrawals made from certain types of accounts. You agree to communicate with any other people who have authorized access to your accounts about any transfers or bill payments from your account in order to avoid overdrafts.

### **Citizens e-Pay Service**

Citizens e-Pay Bill Pay service is an optional feature provided through CheckFree Bill Payment Center. Participation in the CheckFree online bill payment system is subject to the terms and conditions as outlined by CheckFree.

## **Daily Processing Deadlines and Reviewing Transactions**

Account information displayed through Citizens e-Branch Banking is the balance and activity information as of the close of business of the previous business day; transactions that have been processed for the current day may be listed on the site for informational purposes only. Funds transfers between accounts initiated on your computer using Citizens e-Branch Banking and received by the Bank by 4:00 p.m. CT Monday through Friday will be effective on the current business day. Funds transfers processed on your computer using Citizens e-Branch Banking and received after 4:00 p.m. CT Monday through Friday or all day Saturday, Sunday, and banking holidays will be effective the following business day.

Transactions can be viewed for up to the previous 6 months on your linked checking and savings accounts. You also have access to view up to 13 months of bank statements for all checking and savings accounts.

## **Charges and Fees**

Citizens Bank does not charge for the use of Citizens e-Branch Banking. There is also no charge for Citizens e-Pay for Online Banking. You are responsible for telephone and Internet service fees you may incur in connection with your use of Online Banking.

## **Electronic Mail (e-mail)**

Although you may currently have e-mail capabilities, it is important to remember that normal Internet e-mail transmissions may not be secure. You agree that we may not immediately receive e-mail that you send. We will have a reasonable opportunity to act before taking action on your e-mail requests. Citizens Bank will not use e-mail correspondence to request account or personal information from you to be submitted electronically. We may utilize electronic mail to request that you contact the Bank in-person, by telephone or in writing. You cannot use e-mail to make a Citizens e-Pay bill payment, account inquiry, stop payment, report the unauthorized use of User Code and Password, report an unauthorized transaction or engage in a funds transfer. You must notify us by calling or writing us at the phone number or address listed below:

**Citizens Bank  
Bookkeeping Department  
PO Box 197, 100 Circle Drive  
New Haven, MO 63068  
(573) 237-3051**

## **Electronic Funds Transfer Act**

There are some terms set forth below that are governed by the Electronic Funds Transfer Act (EFT), which is only applicable to Consumer account holders. Commercial account holders are not entitled to the rights provided under this act. The Bank will include any transfers or e-Pay payments you authorize through Citizens e-Branch Banking on your periodic, paper or electronic statements. You agree to review your periodic statement in accordance with this agreement and any other deposit or credit agreements governing your account, for accuracy of all data transmitted through the online system. You should promptly notify the Bank of any discrepancies, including but not limited to, any errors or inaccuracies related to data transmitted by any online service.

You may be assessed a fee for certain transactions. Refer to the Bank's fee schedule for specific fee information. Fees may be deducted from your account without prior notice to you. Fees are

subject to change from time to time at the Bank's discretion. We reserve the right to waive, reduce or reverse charges or fees in individual situations.

If you request that we stop one or more pre-authorized debits three business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages pertaining to that transaction only.

Our Bank's business days are Monday through Friday. Federal holidays on which our offices are closed are not considered business days. When transactions are presented for processing *in person* at one of our five locations in New Haven, Gerald, Pacific, Washington or Marthasville, MO the business day hours are 8:00 a.m. to 4:00 p.m. You may access your account information through Citizens e-Branch Banking 24 hours a day, seven days a week, except for interruptions due to maintenance or matters beyond the Bank's control.

We will disclose information to third parties about your account or the transfers you make in accordance with our privacy guidelines.

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 or damages pertaining to that transaction only. 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 protection.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. If a legal order directs us to prohibit withdrawals from the account.
7. If your account is closed, or it has been frozen.
8. If you, or anyone authorized by you commits any fraud or violates any law or regulation.
9. If you have not properly followed the on-screen instructions for using Online Banking.

\*\*There may be other exceptions stated in our agreement with you. You shall be responsible for all transfers and e-Pay bill payments you authorize through Citizens e-Branch Banking. You shall also be responsible for all transactions initiated by persons to whom you have given your password. Tell us at once if you believe your User Code or Password has been lost or stolen. Telephoning is the best way of minimizing possible losses. After the phone call, follow up in writing within three days. Failure to notify the Bank could result in the loss of all money in your account plus your maximum Overdraft Protection limit, if you have one. If you report to the Bank within two (2) business days, the loss sustained by you will be no more than \$50 if your password is used without your permission. If you do not report to the Bank within two business days after learning of the loss or theft of the password, and the Bank can prove that it could have prevented someone from using the password without your permission had we been notified, you could lose as much as \$500. Also, if your bank statement shows electronic transfers you did not make, report them to the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed, you may lose all of the money transferred after the 60 days if the Bank can prove that it could have prevented the loss had you reported it promptly. The Bank may extend the time periods for a good reason, such as a long trip or hospital stay, which might keep you from notifying the Bank. Commercial account use--If you are not an individual or if your account is for other than personal, family or household purposes, you are liable for any and

all unauthorized use of Citizens e-Branch Banking in connection with your accounts. In addition, if it is determined that you are using your commercial account for transactions in violation of prohibited use, i.e. unlawful internet gambling, we reserve the right to take action regarding that activity, up to and including termination of your participation in Citizens e-Branch Online Banking program.

### **Electronic Fund Transfer Error Resolution**

In case of errors or questions about your electronic transfers, or if you feel that any statement or receipt is wrong, or you wish to have more information about a transfer listed on a statement or receipt, contact us in writing or by telephone. Our information is as follows:

**Citizens Bank**  
**Bookkeeping Department**  
**PO Box 197, 100 Circle Drive**  
**New Haven, MO 63068**  
**(573) 237-3051**  
Business days: Monday through Friday  
Excluding Federal Holidays

We must hear from you within sixty (60) days after we send you the FIRST statement on which the problem or error appeared. When you contact us,

1. Tell us your name and account number. (Do not tell us your password.)
2. Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
3. Tell us the dollar amount and the item reference number 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) 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 within 10 business days, we may not provisionally credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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. If a provisional credit had been made to your account, a corresponding debit will be made.

You may ask for copies of the documents that we used in our investigation.

### **Notices**

We may change the Citizens e-Branch Banking services and the terms, including fees, set forth in this agreement at any time. You will be notified of any such change as required by applicable law. You understand that by using the Citizens e-Branch Banking system after a change becomes effective, you have agreed to the change.

## **Governing Law**

This Agreement shall be governed by the laws of the state of Missouri, and where applicable, by federal law. Any issue relating to an account or service with Citizens Bank shall be governed by the law(s) specified in the agreement for that account or service if there is a separate agreement for that account or service. Citizens Bank is physically located in New Haven, Missouri and at the following locations: 725 West Springfield Road, Gerald, MO, 2245 West Osage, Pacific, MO, 1451 High Street, Suite 101, Washington, MO and 16020 Hwy 47, Suite 101, Marthasville, MO. Additionally, we provide an Automatic Teller Machine at 542 East Osage, Pacific, MO and 3302 Highway 100, Villa Ridge, MO, 2064 Phoenix Center Drive, Washington, MO, and 109 Seitter Drive, New Haven, MO.

## **Bank's Responsibility**

The Bank shall be responsible for performing services expressly provided for in this agreement and shall not be liable for any error or delay so long as the Bank has acted in accordance with the terms and conditions hereof. The Bank shall not be liable if you do not have sufficient funds in a designated account to complete the transaction you initiate or if the account is closed. The Bank shall not be liable if you have not given us complete, correct or current transfer or payment instructions or if you have not followed proper instructions given through Citizens e-Branch Banking or peripheral software used. The Bank shall not be responsible for any loss, damage, liability or claim arising, directly or indirectly, from any error, delay, or failure in performance of any of its obligations hereunder which is caused by fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstance beyond the control of the Bank.

## **Termination of Agreement**

**Your Right to Terminate** – You may cancel your Citizens e-Branch Banking service at any time by providing us with a signed written notice by postal mail or fax. Your access to Citizens e-Branch Banking will be suspended within 5 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 Citizens e-Branch Banking services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Citizens Bank accounts. Citizens e-Branch Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
2. Without prior notice, if there has been 90 or more days of inactivity on your accounts or use of the Citizens e-Branch Banking product.
3. Upon reasonable notice for any other reason at our sole discretion.