

# Citizens Bank

## Online Banking Agreement and Disclosures

[www.citizebnk.com](http://www.citizebnk.com)

This Agreement and Disclosure (“Agreement”) is effective between Citizens Bank of Eldon & Versailles (the “Bank”) and each client of the Bank who hereby subscribes to the Bank’s Online Banking Services and /or Online Bill Pay, or any person authorized by the client to use the client’s Online Banking services. This agreement describes your and our rights and responsibilities with respect to Online Banking Services and all future system enhancements. It supplements the electronic funds transfer disclosure that you received previously when opening your deposit account. Whoever uses Online Banking either directly or on behalf of a client is bound by this Agreement.

**Access** To use Online Banking, you must have at least one account at the Bank, have access to the Internet with a browser. Online Banking is generally accessible 24 hours a day, seven days a week, except for reasonable periods of time for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. Even in cases where notification is usually required we may modify, suspend or terminate access to Online Banking services at any time and for any reason without prior notice, in order to protect the system or your account. We will give you notice in other situations if required by law. Additionally, we reserve the right to deactivate any Online Banking service that has been “inactive” for a period of 90 days.

**Security** We will assign you a user ID and personal identification number (“PIN”), which you must use to access the online banking service and/or online bill pay. **You are responsible for keeping your ID and PIN confidential.** It is recommended that you memorize the PIN and do not write it down.

We are entitled to act on transaction instructions received using your ID and PIN, and you agree that the use of your ID and PIN will have the same effect as your signature authorizing the transaction. In the event of unauthorized use of your user ID and PIN, you may be liable for the resulting losses to the extent permitted by law.

You agree that you will be the only user of your user ID and PIN, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of the service and any fees associated with the use of services accessed through your account whether or not authorized by you.

You agree to immediately notify Citizens Bank at [info@citizensbkn.com](mailto:info@citizensbkn.com) and report any actual or suspected unauthorized use of your user ID or PIN.

We are not responsible for the security and confidentiality of the account information if you allow other persons access to your computer. You agree that any information that you download is done at your own

risk and you are solely responsible for any damage that might occur to the computer or any loss or corruption of data that might occur as a result of the downloading or storage.

**Disclaimer of Liability** You are responsible to obtain, install, maintain and operate all computer hardware and software necessary for Online Banking services. We are not responsible to you for any loss or damage that you suffer as a result of the failure of systems and hardware that you use to interface with our systems, or systems and software that you use to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You alone are responsible for the adequacy of the systems and software that you utilize to process transactions and the ability of such systems and software to do so accurately. We highly recommend the use of anti-virus and anti-spyware software

**Fund Transfers** Online Banking instructions to transfer funds (excluding bill pay transactions) received by us by 3:00 p.m. or the close of business, whichever is earlier, on a business day will be credited/debited to your designated accounts on that business day, assuming that you have sufficient available funds. Transfers processed after that time will be credited/debited on the next business day. If you request a transfer that exceeds the funds available in the account from which a transfer is being made, we will not be required to honor the request. However, if we, in our sole discretion, choose to make a requested transfer that exceeds the funds available, that account will be subject to our current fee for processing items drawn against non-sufficient funds.

**Online Banking Limitations** For security purposes, we may from time to time establish limits on certain aspects of fund transfers through Online Banking:

On the dollar amount of funds transfers you may make each day.

On the number of balance inquiries, or number or dollar amount of transfers you make via Online Banking or Bill Pay in a single day. (Transfers for some types of accounts are restricted by federal law, or by design of the product. Refer to your account agreement for further information regarding these limitations.)

The amount of transfers that you make. (This is also limited by the available balance in the account you wish to transfer from.)

**Bill Pay through the Online Banking Service ( Bill Pay)**

Bill Pay is an electronic payment system which permits you to initiate and authorize payments from your account to payees you select to receive payments via this service. To participate in Bill Pay, you must have a checking account with us, use our Online Banking services, and complete a Bill Pay application. You use your established user ID and PIN to access the Bill Pay software and authorize a payment from your account.

When you enter and transmit payment instructions to us, you authorize us to withdraw funds from your account and make the payment you direct. As you schedule payments, you should take into account delays that arise in processing and mailing bill payments. In general, you may schedule bill payments for the current business day or any date in the future, and we will process your payment on the date you schedule. If you schedule a payment to be processed after 12 noon CT, it will be processed the next business day. If a scheduled Bill Pay bill payment falls on a weekend or holiday, the payment will be made on the Friday before the weekend, or on the last business day before the holiday.

After you establish a recurring or an on demand payment, the Bank will automatically execute bill payments according to your instructions and will continue until you cancel your instructions. We will make that payment unless we have some reason not to do so, for example if your account has insufficient funds. You are responsible for any non-sufficient funds or overdraft charges the Bank may impose, as stated in the deposit agreements governing your accounts.

We may refuse to honor payment requests that appear to be fraudulent, incomplete, erroneous, or if you do not follow the Bank's instructions for Bill Pay. In addition, we cannot execute a bill payment if the payee cannot or will not accept such payment (for example, some payees will not accept an electronic payment) and we reserve the right to refuse to pay certain payees (for example, alimony payments to ex-spouses).

You authorize us (and an agent that we may select) to use any payment method (electronic or paper) we choose to process each of your payments. Payments made by check will be sent by the U.S. Postal Service from a location outside Missouri. **We are not responsible or liable for any late fees or finance charges incurred due to delays caused by the U.S. Postal System.**

For payments made electronically, funds are debited from your account the same day that the payment is processed. Payments scheduled after 12 noon CT, will be processed the next business day. The Bank will continue to verify funds availability in your account for an electronic bill pay item until either your account has the funds available or you delete the payment from your scheduled online bill payments. To cancel a bill payment that you have scheduled, you must cancel the payment online **before** the day it is scheduled to be processed.

You are responsible to use online bill pay so that your bills are paid on time. If you incur late payments or finance charges because you did not schedule payments or transmit payment instructions in a timely manner then you must pay those fees. We are not responsible for any delay or adverse consequence from the choice of payment methods, from delays in the delivery of mail or from the improper handling or transmission of payments by someone other than us. We also are not responsible for the failure of a payee to accept, process or properly post a payment in a timely manner. We have no obligation to notify you if a payment is incomplete because there are insufficient funds in your account. In all cases, you must either make alternate arrangements for the payment or must reschedule the payment through Bill Pay. The Bank has no duty to monitor payments made through Bill Pay.

**Confirmation Number** A confirmation number will be assigned to each Online Banking transaction and Bill Pay payment, amended payment, deleted payment, or skipped payment at the time you submit your request. **Please record these confirmation numbers for future reference.** These will help us resolve any questions, and expedite any request you may have about your Online Banking transactions.

**Fee Schedule** Please refer to your Checking Account Disclosure

**Our Liability for Online Banking** If we do not complete a transfer to or from your designated account on time using Online Banking, or in the correct amount we may be liable for your losses or damages. There are some exceptions and we will NOT be liable for instance:

If, through no fault of ours, you do not have sufficient funds in you account or it goes over your credit limit on your overdraft privilege.

If the money in your designated account is subject to legal process or other claim restricting the transfer.

If the electronic device (telephone, computer, modem, or other) or communication line, circuit, network or service used to connect and/or provide instructions to us was not working properly and you knew about the malfunction or breakdown when you stated the transfer request.

If circumstances beyond our control prevent the completion of the transaction despite reasonable precautions that we have taken to avoid these circumstances.

If we believe in good faith that a breach of security has occurred or is occurring involving your account or your use of the online banking services and we take immediate steps to notify you.

If the Online banking service causes an incorrect amount of the funds to be removed from your transaction account due to a malfunction, the service shall be responsible, but only for returning the improperly transferred funds to your transaction account and for directing the proper transfers.

If there are other circumstances which relieve us from responsibility, for example in other agreements between you and us with respect to your account(s).

If you did not receive a confirmation number for a transfer request when using this service.

You agree to abide by all rules of Online Banking and Bill Pay. In addition, our liability is limited to the actual loss or damage you prove if the error was bona fide and unintentional.

**Liability for Unauthorized Transactions** Tell us AT ONCE if you believe your online banking services client ID number or PIN has been lost or stolen. Also tell us if someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. Telephoning us is the best way to keep your possible losses down. To notify us about your lost user ID or PIN or about unauthorized transfers from your account, call as soon as possible. Limitations on your liability for unauthorized transfers and instructions for reporting errors are further described in the Bank's Electronic Funds Transfer Agreement. You should check your statement monthly. If it shows transfers that you did not make, **tell us AT ONCE**.

If you are a business and an authorized representative of yours uses your Bill Pay account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us harmless from all losses and liabilities arising out of or in any way connected with such use.

**E-Mail Address & Contact Information Changes** You are responsible for notifying us whenever your address, telephone number, or e-mail address changes. It is very important that we have current information in order to properly process your accounts. If our e-mail to you is returned as undeliverable, we may discontinue sending e-mail messages, discontinue sending future online statements and switch your account to paper statements sent by the U. S. Postal service until you provide us with a valid e-mail address.

**Change of Terms** We may change the terms and conditions for this product, and if so we will mail a notice to you at least thirty (30) days before the effective date of any change when required by law to do so. Use of the Online Banking services is subject to existing regulations covering your designated accounts and any future changes to those regulations.

**Enforcement** In the event that we bring a legal action to enforce this Agreement or to collect amounts you owe as a result of any transaction, you agree to pay the reasonable attorneys' fees and costs that we may incur, subject to any limits under applicable law.

**Our Right to Terminate** We may terminate this Agreement for Online Banking and/or Bill Pay if we reasonably determine that the service should be terminated. We can also terminate your access to Online Banking or Bill Pay if:

- You have insufficient funds in any one of your Bank accounts. Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits;
- You or any authorized user of your Online Banking ID or PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your Online Banking ID or PIN;
- We notify you or any other party to your designated account that we have cancelled or will cancel this Agreement.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before we terminate your services. If we terminate your access to these services, you cannot reopen them unless you contact us.

**Your Rights to Terminate** You may terminate your use of the Online Banking or Bill Pay at any time by calling, or writing to us at Citizens Bank of Eldon, P. O. Box 275, Eldon, MO 65026. You must notify us at least ten (10) business days before the date on which you wish to have this service terminated. We may require that you put your request in writing. If you scheduled bill payments to occur within the ten (10) day period and do not want them to clear your account, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for the payments you initiated before termination.