

## **ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT**

In this statement the words "you" or "your" or "Customer" refer to each person who establishes an account at Citizens Bank or is authorized by you to use Online Banking services. The words "we" or "our" or "us" or "the Bank" refer to Citizens Bank.

To initiate the application process, please read this Online Banking Agreement And Disclosure Statement carefully and then click the "I Agree" button at the bottom to advance to the online application. When you click the "I Agree" button, you agree to the terms and conditions of this Online Banking Agreement And Disclosure Statement, and acknowledge its receipt and your understanding of its terms. Any other persons you have authorized to use our Online Banking service are equally bound to the terms and conditions of this Online Banking Agreement And Disclosure Statement.

You must be an owner/co-owner for all personal accounts in which you are requesting access; or you must be an authorized signer for non-personal accounts in which you are requesting access.

The purpose of this Online Banking Agreement And Disclosure Statement is to inform you of the terms and conditions that apply when you use NetTeller and NetTeller Bill Pay service, our Online Banking service. These terms and conditions in this Online Banking Agreement And Disclosure Statement are in addition to those that apply to any accounts you have with us or any other services you obtain from us. We reserve the right to terminate this Online Banking Agreement And Disclosure Statement or to change the charges, fees or other terms described in this Online Banking Agreement And Disclosure Statement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; or 3) update of our website

### **NETTELLER TRANSACTIONS**

You, or someone you have authorized by giving them your NetTeller identification number and password, can conduct the following transactions:

- Transfer funds between your Checking, Money Market and Savings accounts;
- Make payments to your Loan accounts;
- Obtain balance and transaction history of your Checking, Money Market, Savings and Loan accounts;
- View check images;
- Initiate stop payments; and
- Account management (change passwords, change account display, etc)

Other than charges previously disclosed to you regarding your account(s) in your applicable account agreements and in our fee schedule, we do not charge for accessing or making transfers using our Online Banking service. Please refer to the applicable customer agreement and fee schedule regarding your account(s) for details. You are solely responsible for any telephone carrier or Internet service provider charges incurred when using the Online Banking services.

### **LIMITS ON NETTELLER TRANSACTIONS**

Preauthorized, automatic, or any transfers using Online Banking services or a telephone from a money market deposit or savings account to another account, or to a third-party by (including the use of a check, draft, debit card, or similar order) are limited to six per calendar month. Any of these transfers in excess of six per month may result in excess transaction fees, as disclosed to you when you opened your account(s). Please refer to the applicable customer agreement and fee schedule for your account(s) for details.

The Bank reserves the right to terminate your use of Online Banking services at any time. We will attempt to notify you in advance we if terminate your use of Online Banking services, but we are not obligated to notify you in advance.

### **BILL PAY SERVICES**

If selected, you have the ability to pay your bills through our NetTeller Bill Pay service. It is required that you have at least one checking account with us. Savings accounts are not eligible for NetTeller Bill Pay service. You, or someone you have authorized by giving them your NetTeller identification number and password, can instruct us to perform the following transactions:

- Generate payments (one-time or recurring payments) from your checking account to payees which you have authorized to receive payments, and
- Edit or delete pending payments

Other than charges previously disclosed to you regarding your account(s) in your applicable account agreements and in our fee schedule, we do not charge for accessing or making transfers using our NetTeller Bill Pay service. Please refer to the applicable customer agreement and fee schedule regarding your account(s) for details. You are solely responsible for any telephone carrier or Internet service provider charges incurred when using the Online Banking services.

## **LIMITS ON BILL PAY SERVICES**

The minimum amount of a payment is \$0.01 and the maximum payment amount of \$9,999.99. Payments entered before 12:00 pm Monday through Friday will be processed that day. Payments made after 12:00 pm Monday thru Friday or on the weekends will be processed on the next business day. Payments will be sent either electronically or by check dependent on the payee's ability to receive an electronic payment or by check. Payments must be sent in adequate advance of the payees requested due date. You agree Citizens Bank is not liable for any service fees or late charges levied against you. You also agree that you are responsible for any loss or penalty that you may incur due to lack of sufficient funds.

Payments to payees/billers outside of the United States or its territories are prohibited through the NetTeller Bill Pay service.

Tax payments and court ordered payments may be scheduled through the NetTeller Bill Pay service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the NetTeller Bill Pay service or the Bank be liable for any claims or damages resulting from your scheduling these types of payments.

You agree not to use your account(s) to engage in activities deemed illegal by federal and/or state laws, including but not limited to Internet gambling. If you use your account(s) to engage in certain activities deemed illegal by federal and/or state laws, you understand that you will nevertheless be liable for any authorized transactions made by the use of your computer, Online Banking service identification numbers, passwords, or secret code.

The NetTeller Bill Pay service or the Bank reserves the right to refuse to pay any payee/biller to whom you may direct a payment. The NetTeller Bill Pay service will notify you if it decides to refuse to pay a payee/biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Online Banking Agreement And Disclosure Statement.

The Bank reserves the right, at its discretion, to implement security features to reduce risk of loss. These may include requiring pre-authorized drafts, verifying funds through an ATM network, and separating debits from credits so that payments are not sent until after good funds are received. The Bank also reserves the right to terminate your use of Online Banking services at any time. We will attempt to notify you in advance we if terminate your use of Online Banking services, but we are not obligated to notify you in advance.

If, for any reason, you should ever wish to cancel Online Banking services, we strongly suggest that you cancel all future bill payments at the same time. This will ensure that future payments and transfers made by you will not be duplicated.

## **SUMMARY OF OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available money in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you do not properly follow our instructions or if you provide us with incorrect or inaccurate information or fail to tell us about any inaccuracy of which you are aware.
- If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due.
- If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim that restricts the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

## **BUSINESS DAYS**

NetTeller service is generally available 24 hours a day, 7 days a week, except during system maintenance and upgrades. However, we only process transactions and update information on business days. Our business days are Monday through

Saturday. Transfers made after 3:30 pm will be processed on the next business day. Transfers made after 3:30 pm on Friday (thru weekend) will be processed on Monday. Holidays are not included.

You may call us regarding questions about Online Banking Services Monday through Friday from 8:00 am to 8:00 pm, and Saturday and Sunday from 8:00 am to 8:00 pm, excluding bank holidays. You may also write us at: Citizens Bank, c/o Electronic Banking, P O Box 100, Lafayette, TN 37083.

## **IDENTIFICATION NUMBER AND PASSWORD**

Access to NetTeller requires a unique identification number established by us together with a password. Anyone to whom you give your NetTeller identification number and password will have full access to your accounts.

For security purposes, it is recommended that you memorize your NetTeller identification number and password and do not write them down. We also recommend that you change your NetTeller identification number and password regularly to try and avoid misappropriation by a third party. Your NetTeller identification number and password can be changed in our Online Banking services. You are responsible for keeping your NetTeller identification number and password and account data confidential. When you give someone your NetTeller identification number and password, you are authorizing that person to use Online Banking services.

## **YOUR LIABILITY**

Each of you agrees to the terms of these services and the schedule of charges that may be imposed. You are liable for all transactions that you or any of you make or authorize. If you have given someone your NetTeller identification number and password and want to terminate that person's authority you must change your NetTeller identification number and password to prevent further access by such person and notify the Bank that such person is not authorized.

## **UNAUTHORIZED TRANSACTIONS**

[If you are a business or other entity, this section on UNAUTHORIZED TRANSACTIONS does not apply to accounts held by you. You are solely responsible for the security of your NetTeller identification number and password and any secret codes or passwords. Any transaction made with your NetTeller identification number and password and any secret codes or passwords is conclusively presumed to have been authorized by you. Also, while we will attempt to resolve any suspected errors with respect to your automated banking transactions as soon as possible, we are not bound by the time limits or requirements specified below under SUMMARY OF OUR ERROR RESOLUTION PROCEDURE.]

You should notify us AT ONCE if you believe anyone has improperly obtained your NetTeller identification number and password or if you suspect any fraudulent activity in your account(s). Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit or another deposit account that is designated for automatic transfers). If your NetTeller identification number and password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50 if someone used your NetTeller identification number and password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your NetTeller identification number and 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.

Also, if your statement shows transfers that you did not make, including those made by NetTeller identification number and password or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost 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. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

## **CONTACT IN EVENT OF UNAUTHORIZED TRANSFER**

If you believe your NetTeller identification number and password has been lost or stolen, call: (615) 666-7262 or (866) 666-2195 (toll free) or write: Citizens Bank, c/o Electronic Banking, P. O. Box 100, Lafayette, TN 37083

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your account without your permission.

## **SUMMARY OF OUR ERROR RESOLUTION PROCEDURE**

*In Case Of Errors Or Questions About Your Electronic Transfers*

Telephone us at (615) 666-7262 or (866) 666-2195 (toll free)

or

Write us at:  
Citizens Bank  
c/o Electronic Banking  
P. O. Box 100  
Lafayette, TN 37083

as soon as you can, 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.
- 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 tell you the results of our investigation 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 (90 days for POS transactions, transfers initiated outside of the United States, or for transfers during the first 30 calendar days after the first deposit to a newly established account is made) to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days 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 recredit your account.

If we decide that there was no error, we will send you a written explanation within three business days after completing our investigation. You may ask for copies of the documents that we used in our investigation.

### **DOCUMENTATION**

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 can call us at (615) 666-7262 or (866) 666-2195 (toll free) to find out whether or not the deposit has been made.

You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your account or accounts 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 or accounts for a third party, such as a credit bureau or merchants (payees/billers); or
3. In order to comply with government agency or court orders; or
4. If you give us your written permission; or
5. To consumer reporting agencies under applicable law

### **SUMMARY OF OUR 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 or damages as provided by federal law. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, or in another deposit account designated for automatic transfers.

- If the transfer would go over the credit limit on your overdraft line.
- If the transfer service was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds in your accounts are subject to a court order or other restriction preventing the transfer.
- There may be other exceptions stated in our agreements with you.

In no event shall we 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.

## **RIGHT TO STOP-PAYMENT AND PROCEDURE FOR DOING SO**

You cannot stop any transfer between accounts using Online Banking services.

You must sign into the Online Banking service and follow the directions provided in the bill payment screens to stop or delete an online payment, [no later than the day before the business day the transfer is scheduled to be made.] [prior to \_ p.m. CT on the \_\_\_ bank business day prior to the scheduled delivery date.]

You may also call us at (615) 666-7262 or (866) 666-2195 (toll free) or write us at Citizens Bank, c/o Electronic Banking, P. O. Box 100, Lafayette, TN 37083, or by using any electronic stop-payment method above which we have provided above for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

You will be charged \$\_\_.00 for any stop-payment order you give.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **ELECTRONIC MAIL (E-MAIL) / VIRUS PROTECTION / USE OF YOUR COMPUTER**

In any electronic mail (e-mail) you send to us, do not include your account numbers or your Social Security number with your e-mail. The Bank will NOT solicit confidential or sensitive customer information via e-mail. Should this happen to you, please contact us at (615) 666-7262 or (866) 666-2195 (toll free) or your local branch immediately. However, your e-mail is actually sent via your own software and, as a result, may not be secure. You cannot use e-mail to initiate Online Banking services transactions. All such transactions must be initiated using the appropriate functions within our Internet banking site. The Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

The Bank is not responsible for any electronic virus or other malicious software programs that you may encounter using the Online Banking services. We encourage you to routinely scan your computer using reliable virus protection products to detect and remove viruses or other malicious software programs. If undetected and unrepaired, a virus or other malicious software programs can corrupt and destroy your programs, files, and hardware.

Online Banking services can be used with a personal computer equipped with a modem. We shall not be responsible for any attempted use of Online Banking services on equipment or for transaction errors or failure resulting from the malfunction or failure of the equipment you use. In no event shall we be liable for any loss, damage or injury from whatever cause, nor shall we be liable for any direct, indirect, special or consequential damages arising from or connected in any way with the use or maintenance of your equipment.

## **SEVERABILITY**

If any provision or provisions of this Online Banking Agreement And Disclosure Statement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

If there is a conflict between the terms and conditions of this Online Banking Agreement And Disclosure Statement and one or more terms contained in another agreement between you and us, this Online Banking Agreement And Disclosure Statement will control.

## **INDEMNIFICATION**

The Bank shall not be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond the Bank's control.

You agree to indemnify and hold harmless the Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Online Banking Agreement And Disclosure Statement.