

## DIGITAL BANKING (ONLINE AND MOBILE) TERMS AND CONDITIONS

These Terms and Conditions, along with the Guides, as may be amended or replaced, are the agreement ("Agreement") that governs your use of Citizens State Bank's Mobile Banking Service ("Service"). "Guides" means any user guides, help files, software or other instructions, including those online, relating to the Service. The Terms and Conditions also contain important disclosure information relating to electronic fund transfers made through the Service. "Mobile Banking" is banking conducted from a device that you have registers with CSB. By subscribing to the Service or using the Service to access Account information, or to make any transfer between Accounts or payment to a third-party Payee(s), you agree to the terms of this Agreement. "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be. Access to Account information, transfers between Accounts and payments to Payees drawn on or debited against your Accounts, is referred to as "Transactions." By using any new services that are made available, you agree to be bound by any terms and conditions that we communicate to you concerning those services.

ACCOUNT(S): mean the checking, regular savings or savings with limited check writing privileges (money market type) accounts with us, including your designated Payment Account(s). "Payment Account(s)" means the checking account(s) from which you have asked us to make Online Bill Payments, and the account services charges and other fees related to the Service will be deducted. "Deposit Account(s)" mean Accounts. In our sole discretion, we may refuse to include, or may exclude from continued use, an Account in the Service. The words "we", "us" and "our" refer to Citizens State Bank, Gridley, KS, the bank which holds the Deposit Accounts accessed by the Service, and any agent, independent contractor or assignee CSB may, in its sole discretion, involve in the provision of the Service. The words "you" and "your" refer to each person subscribing to the Service and each person who uses the Service with the permission of the subscriber.

**BUSINESS DAYS**: are Monday through Friday. Federal Reserve holidays are not included. You can use the Service on the days and during the hours specified in the Guides, except during maintenance periods. However, we can process Transactions only on Business Days. "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

<u>AGREEMENTS:</u> that may apply to your Accounts with us, including, but not limited to: *Deposit Account Agreement*, Mobile Remote Deposit Agreement, Online Banking Agreement, Funds Availability Policy and fee schedules, apply to all Transactions made on the Accounts through the Service.

Much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. 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.

<u>INFORMATION AUTHORIZATION:</u> You agree that we may obtain and review your credit bureau report, from time to time. We may obtain information regarding your accounts with Payees in order to facilitate proper handling and crediting of your payments. You authorize us to provide updated customer information, including, but not limited to, name, address, telephone numbers and e-mail addresses to your Payees.

We encourage you to keep this Agreement for your records. If you have any questions, ask contact us.

<u>PASSWORDS:</u> The Password is for your use and protection. You agree to: (a) not disclose the Password, or other means to access the Service or your Accounts, or otherwise make it available to anyone else; (b) use the Password as instructed in the Guides; (c) immediately notify us of any loss or theft of the Password; and (d) be liable for the Password and for its authorized use and for its unauthorized use as described in this Agreement. Unless you notify us as provided in this Agreement, you acknowledge that we are entitled to rely on the use of your Password as your authorization for any Transaction through the Service. You are responsible for all Transactions you initiate or authorize using the Service. If you permit any other person to use the Service or your Password, you will have authorized that person to access your Accounts and you are responsible for any Transactions that person initiates or authorizes from your Accounts.

We reserve the right to implement additional security procedures, such as limiting the frequency and dollar amount of Transactions from your Accounts for security reasons.

Tell us **AT ONCE**, if your Password, or other means to access the Service or your Accounts, has been lost or stolen. If you believe your Password is subject to unauthorized use or that someone has transferred or may transfer money from your Account without your permission, call or write us at the telephone number and address listed below:

#### **DIGITAL BANKING CUSTOMER SERVICE:**

Citizens State Bank P.O. Box 430 Lyndon, KS 66451 Phone: 785-828-9750 Fax 785-828-9750

Or contact your local branch for assistance.

### TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS:

Online Account Access: Upon request, you may use the Service to:

Obtain account balances and transaction information, including access to your account history, for your accounts. You can view and download imaged copies of your periodic statements, checks, deposit slips (not deposited items) and any internal debits or credits.

<u>DIGITAL BANKING</u>: A request to transfer funds between Accounts will result in an immediate transfer or immediate funds availability. If there are not available funds in the Deposit Account from which a transfer is being made at the time the transfer is processed, the transfer will be canceled. Transfers may be scheduled for future dates, so long as there are available funds at the time of the transfer. Requests made after 2 p.m. Central Time or on a non-business day will be considered to be made the next business day.

**CANCELLATION**: The Service may be automatically cancelled by us if not used for two consecutive months.

**SEND ELECTRONIC MAIL (E-MAIL) TO US AND RECEIVE E-MAIL FROM US:** 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. You cannot use e-mail to make a bill payment or funds transfer. You may not use e-mail to stop payment, report unauthorized use of your Password, or to report an unauthorized Transaction. You must notify us by calling or writing us at the phone number or address provided in this Agreement.

**ONLINE BILL PAYMENT:** Make payments from your Payment Account(s) in the amounts you request to persons or businesses in the United States

**REQUIREMENTS:** If you choose, you have the ability to pay your bills through our CSB Bill Pay service. It is required that you have at least one checking account with us. Savings accounts are not eligible for CSB Bill Pay service. You can arrange at your option, for the payment of your current, future and recurring bills from your checking account. You must designate the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment processed. If the date you want the payment processed is not a business day, your payment will be processed the previous business day. By using the CSB Bill Pay service option, you agree that, based upon instructions received under your CSB Internet Customer ID and Password (PIN) we can charge your designated account by electronic transfer, "no signature required draft" (paper check) or by debiting and remitting funds on your behalf.

SCHEDULING INTERNET BILL PAY PAYMENTS: Bills are processed twice daily, Monday through Friday, at 2:00AM (CST) and again at 12:00PM (CST). Bills are not processed on Saturdays, Sundays, or on bank holidays. If the payee is to be paid by paper check you understand and agree that paper checks are mailed to the payee and that you must allow for normal postal delivery time. If the payee is to be paid electronically (as indicated on the CSB Internet Bill Pay list), you understand and agree that the payee may not receive the payment up to 3 to 5 business days after the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payment by a third party such as the failure of the bill payment payee to properly post a payment to your account. We will not be obligated to make a payment unless your designated checking account and has sufficient funds or credit available to pay the bill on the payment date. Funds for electronic bill payments will be withdrawn from your designated checking account on the scheduled payment date. If there are not enough available funds in the designated checking account for electronic payments, the payment will attempt to be processed each day until there are enough funds or the payment is deleted or rescheduled in the CSB Mobile Bill Pay service. Bills paid by paper check will be withdrawn from your designated checking account through the normal check clearing process.

**STOP OR CHANGE INSTRUCTIONS:** You have the right to stop or change any scheduled bill payment. However, you must cancel a payment by no later than 12:00PM (CST), on the Payment Date, by using the CSB Mobile Bill Pay service.

**PROHIBITED PAYMENTS:** Payment to Payees outside the United States are prohibited. In addition, you may not make a payment of alimony, maintenance, child support, taxes, or other governmental fees or court-directed payments through the Service. In no event shall we be liable for any claims or damages resulting from your scheduling Prohibited Payments. The Service Guarantee as it applies to any late payment related charges is void when Prohibited Payments are scheduled and/or processed by the Service. We have no obligation to research or resolve any claim resulting from the scheduling and/or processing of Prohibited Payments by the Service. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

**PAYEE LIMITATION**: We shall have a reasonable opportunity to act before changes to your Payee list are effective. While most Payees can be reached through the Service, we reserve the right to refuse to allow you to designate any particular Payee or classes of Payees. We will notify you if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a Prohibited Payment.

<u>YOUR RESPONSIBILITY TO SCHEDULE TIMELY PAYMENT</u>: It is your responsibility to transmit your Payment Instructions in such a manner that your bills are paid on time. You are responsible for any late payment charge, finance charge, penalty or default that may result from your failure to transmit Payment Instructions in sufficient time.

<u>ADDRESS OR BANKING CHANGES</u>: It is your sole responsibility to ensure that the current contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, and phone numbers and e-mail

addresses. Changes can be made either through the Service or by contacting Internet Banking Customer Service. Any changes in your Payment Account(s) must also be made in accordance with the procedures contained in the Help files. All changes are effective immediately for Scheduled Payments and future payments from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

<u>SERVICE GUARANTEE</u>: Due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions, some Transactions may take longer to be credited to your Payee. We will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the section entitled Payment Scheduling in this Agreement.

You agree to notify us promptly if you receive notice from a Payee that a payment you made using the Service has not been completed or remains unpaid. We will not be liable to you for any damages to the extent that your failure or delay in notifying us that a bill payment was not made prevents us from avoiding or alleviating such damages.

RETURNED PAYMENTS: We will not be liable to you if a Payee cannot or will not accept a payment made through the Service. You understand that Payees, the United States Postal Service and/or other mail or delivery services may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; your account number with Payee not valid; Payee is unable to locate your account; or your account with Payee is paid in full. We will attempt to resolve the problem and return the payment to the Payee or we will void the payment and credit your Payment Account.

**FUNDS AVAILABILITY**: Funds are available for transfers and payments in accordance with our *Funds Availability Policy* contained in the *Deposit Agreement*. If there are not sufficient available funds in the Deposit Account to make transfers or Payment Account to make Scheduled Payments, we may either refuse to honor transfer or payment requests or may make the transfer or payment and thereby overdraw the Deposit Account or Payment Account. In either event, you will pay on demand by us the negative balance and are responsible for any insufficient funds and return item charges. If we refuse to honor a transfer or payment request due to insufficient available funds, the request will be canceled and we will not make the transfer or payment at a later date.

<u>LIMITATION ON FREQUENCY OF TRANSACTIONS:</u> There are no limitations on the number of Transactions that can be made during any time period to or from any Account, except as provided by federal regulations limiting preauthorized transfers. By federal regulation, you are limited during any statement cycle to six preauthorized or automatic transfers (three of which may be by check, draft or similar order) if the Account is a savings or a savings with limited check writing privileges (money market type) account. Online bill payments and transfers between your Deposit Accounts are considered preauthorized transfers.

#### **CHARGES FOR TRANSACTIONS OR TIGHT TO MAKE TRANSACTIONS**

The monthly service charge for services are as follows:

Internet/Mobile Bill Payment \$4.95 for up to 10 bill payments Each additional bill payments: \$0.50

Internet Account Access (Mobile Banking):
No Charge

This charge will be deducted from your Payment Account. However, if there are insufficient funds in the Payment Account, we may debit any Deposit Account as a source of payment of Transactions and for any related fee or service

charge. Because of differences between the service charge billing cycle and your Billing Account statement cycle, the monthly service charge may not appear on consecutive periodic statements. The service charge for two months may appear on the same periodic statement. The monthly service charge will apply whether or not you use the Service during the billing cycle. You are responsible for any and all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider. We may change or add fees, without notice unless required by law. The fees in our *Fee Schedules* or the *Deposit Agreement* also apply. If a fee is waived because of your participation in a package account product, the fee may be assessed without notice upon termination of that condition.

<u>DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES</u>: We will disclose information to third parties about your Account or the Transactions you make: When it is necessary for completing Transactions or activating additional services; or In order to verify the existence and condition of your Account for a third party, such as a credit bureau, merchant, Payee or holder of a check issued through the Service; or In order to comply with government agency or court orders; or If you give us your permission; or In accordance with our current *Privacy Policy Notice*.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS: Periodic Statement You will get a monthly statement if you have an Account upon which checks or drafts may be drawn. You will get a monthly statement on your regular savings account if there are Electronic Transactions during the month. In any case you will get a regular savings statement quarterly.

RIGHT TO STOP PAYMENT, PROCEDURE FOR DOING SO, AND BANK'S LIABILITY FOR FAILURE TO STOP PAYMENT: You may cancel or edit any Scheduled Payment (including recurring payments) by following the procedures in the Guides. You may cancel or edit a Scheduled Payment through the Service until midnight Eastern Time of the fifth Business Day before the Scheduled Due Date. There is no charge for canceling or editing a Scheduled Payment.

**STOPPING PAYMENT THROUGH US:** If it is too late to cancel a Scheduled Payment online through the Service as described above, or if there is a failure in the connection to Check Free prior to the date the payment is processed, you may be able to stop payment through us.

To stop payment, you must call or write us at the phone number or address listed on the first page of this Agreement. Your stop payment request must include your Payment Account number, the Payee, the exact amount of the payment and the Scheduled Payment Date. We will charge you our then current stop payment fee.

Your ability to stop payment depends upon the payment method and whether or not a draft has cleared your Payment Account. Online Banking Customer Service will identify whether the payment was made by electronic fund transfer, draft or Check.

We shall have a reasonable opportunity to act before the stop payment order, renewal or termination is effective. We may honor a stop payment order on an Account by any account holder or authorized signer, regardless of who initiated the payment. We may terminate oral stop payment orders without notice in 14 days from the date requested, unless confirmed in writing. A written stop payment order will remain in effect for a minimum of 180 days from the effective date. If you wish to renew or terminate a stop payment order, you must do so in writing to us. A stop payment order may be terminated only by the account holder who placed it.

<u>ONLINE DRAFT PAYMENTS</u>: The stop payment order, renewal or termination in no event will be effective if received after 10:00 a.m. Central Time on the Banking Day following the Banking Day we receive the draft or check for payment. *See your Deposit Agreement for other provisions relating to stop payments on Draft Payments.* 

<u>ONLINE EFT PAYMENTS OR EFT TO CHECK PAYMENTS</u>: We must receive your request to stop any online EFT Payment or EFT To Check Payment 3 Business Days or more before the Scheduled Payment Date.

If you order us to stop a repeating EFT Payment or EFT To Check Payment 3 Business Days or more before the Scheduled Payment Date, and we do not do so, we will be liable for your actual losses or damages, if any, caused by our failure to stop payment, as provided by applicable law.

**BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS OR PAYMENTS**: If we do not complete a Transaction to or from your Payment Account on time or in the correct amount according to this Agreement, we will be liable for your actual losses, if any, as provided by applicable laws and regulations. However, there are some exceptions.

We shall not be liable and any Service Guarantee shall be void if we are unable to complete a Scheduled Payment or other Transaction if for example, but without limitation: Through no fault of ours, you do not have enough available funds in your Account to complete a Transaction on that Account. The Transaction would be over the limit of your available credit limit if you have overdraft protection. You have not properly followed the Guides or the Agreement for using the Service, or if your computer, software, related equipment, electrical power or telephone service fails or malfunctions. The Payee information necessary to complete the payment stored on your PC's hard drive and/or the host has been lost. You do not authorize a payment soon enough for your payment to be received by the Payee by the Due Date. Withdrawals from any of your Accounts have been prohibited by a court order such as a garnishment or other legal process, or the Account is in dispute or restricted for any other reason.

The Service, payment processing center or your equipment was not working properly and either the breakdown was apparent, you knew about the breakdown, or we had advised you about the breakdown when you started the Transaction. A Payee does not accept, mishandles or delays in handling payments. You have not provided the correct and complete Payment Account information, Payee name, address, telephone number, and account information or payment amount. Circumstances beyond our control, including, without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, sabotage, labor shortage, lockout, strike, unavoidable accident, acts of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency or catastrophe that prevents or materially interferes with the Bank's normal operations, prevents us from the processing of any Transaction or performance of the Service. Delays or losses of payments caused by the U.S. Postal Service or other commercial delivery service. There may be other exceptions stated in our Agreement with you.

<u>LIMITATION OF LIABILITY:</u> If the Service is not available due to malfunction of the system or circumstances beyond our control, you agree to access accounts and pay bills by other means such as a bank branch, ATM, telephone, check, credit or debit card. CSB will assist you with these alternate means. We shall not be liable for any expenses you incur as a result of using alternate means of access or payments.

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential or exemplary damages, including lost profits (even if advised of the possibility thereof) caused by the Service or the use of the Service or arising in any way out of the installation, operation, or maintenance of your computer or related equipment.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS: Tell us AT ONCE if you believe there has been an unauthorized transaction from your Account or if you discover your Password or other means of access to the Service or your Accounts has been lost or stolen. 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. If you tell us within 2 Business Days, you can lose no more than \$50 if someone deposited, withdrew or transferred funds without your permission. If you do NOT tell us within 2 Business Days and we can prove we could have stopped someone from transferring funds without your

permission if you had told us, you could lose as much as \$500. Also, if your Account statement shows Transactions that you did not authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or within 60 days after you were notified by e-mail that your statement was available online, 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 good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### **ERROR RESOLUTION PROCEDURES**: In cases of errors or questions about your electronic transactions:

Call us or write us at the phone number or address listed on the first page of this Agreement as soon as you can, if you think your statement is wrong or if you need more information about a Transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared or no later than 60 days after we send the e-mail notification that the FIRST statement on which the problem or error appeared was available online.

- 1. Tell us your name and Account number in which the error may have occurred.
- 2. Describe the error or the Transaction 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.
- 4. If you tell us orally, we may require that you send your complaint or question in writing within 10 Business Days.

Generally, 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 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally 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 notice of an error involves a new account, the applicable time period for acting shall be 90 calendar days in place of 45 days. For new accounts we may take up to 20 business days to credit your account for the amount you think is in error.

If we decide that there was no error, we will send you a written explanation within 3 Business Days after we finish our investigation and will revoke any provisional credit to your Account. You may ask for copies of documents that we used in our investigation.

**COMPUTER EQUIPMENT:** You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use Online Banking. This responsibility includes, without limitation, utilizing up to date web-browsers, access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via an Internet service provider of your choice, for any and all fees imposed by such internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access Mobile Banking, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested Mobile Banking for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor

are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third-party site where you may download software, we make no endorsement of any specific software, hardware or Internet service Provider and your use of any such hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement

**NEW FEATURES:** We may, from time to time, introduce new features to Mobile Banking or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

**CONSENT TO ELECTRONIC DELIVERY OF NOTICES:** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank website or by e-mail. You agree to contact us at 785-828-9750 *or by e-mail immediately* of any change in your e-mail address.

<u>ELECTRONIC STATEMENT DISCLOSURE (e-STATEMENTS):</u> This disclosure contains important information about Citizens State Bank on-line electronic statements. *E*-Statements are offered for eligible accounts, allowing you to replace your mailed (paper) statement with an electronic version that you can view, save to your computer, or print at your convenience. *E*-Statements contain all of the information that would be on the statement you would receive in the mail.

#### **EQUIPMENT/ACCESS REQUIREMENTS:**

- -Internet Explorer 8.0 or higher, Mozilla Firefox, Safari (Apple/Mac only) and Google chrome with the default browsers settings with 128-bit encryption.
- -Adobe Acrobat 8.0 or higher, (download free from www. Adobe.com)

Accessing e-statements: Citizens State Bank will use the email address provided by you to send an email notifying you of the availability of your E-statement and disclosures. You may then log into your Citizens State Bank Online Banking Service viz Citizens State Bank's website, <a href="https://www.bankcsb.bank">www.bankcsb.bank</a> using your secure User ID and Password. Your e-statement may be viewed by:

- 1. Clicking on Account Info
- 2. Clicking on Statement
- 3. Selecting the Checking or Savings Account and the Statement Date

There will be up to 18 months of statements available. E-Statements will be viewable electronically in web page format, which can be view online, saved to your computer or printed at your convenience. It is your responsibility to view your account statement and disclosure via online banking; it is advisable to periodically check for emails. By enrolling in this service, you consent to no longer receiving a statement by mail. If you wish to have a paper copy of a statement mailed to you, normal research fees may apply, please ask about our Citizens State Bank fee schedule by calling any location.

**CANCELLATION**: You may withdraw your consent at any time by notifying us through online banking via email, in person, via telephone at your local branch. Your withdrawal will become effective after your request is processed.

Please allow us 30 calendar days from the date of delivery to implement your request. There are no fees associated with revoking this agreement. Termination of this agreement will result in paper account statements and disclosures being mailed to the address we have on file beginning with the next statement cycle and your electronic notifications will be discontinued. By discontinuing this service, you may no longer qualify for the type of account you currently have. You may contact the New Account department for a description of your options.

We may treat an invalid e-mail address as a withdrawal of your consent to receive e-Statements and disclosures electronically. If you have not accessed mobile banking within the last twelve (12) months, this will be treated as a withdrawal of you consent to use online banking and to receive statements and disclosures electronically.

**CUSTOMER RESPONSIBILITIES:** You are responsible for accessing, opening and reading your documents at your earliest convenience. They contain important and legally binding information. You are responsible for promptly notifying Citizens State Bank if any documents you receive are incomplete, unreadable or inaccessible. You must have a valid email address. You agree to immediately notify Citizens State Bank of any changes to your email address. Failure to update and/or correct your email address will result in Citizens State Bank reinstating the delivery of your paper statement. If you currently receive duplicate statements, mailing of the duplicate copy will be discontinued; however, you may print multiple copies and distribute those at your own discretion.

E-mail will sometimes get accidentally collected in a junk mail/spam mail folder by your email/internet service provider. Simply uncheck the email folder containing Citizens State Bank and unmark it. This will usually let your email be received to your "Inbox".

As a Citizens State Bank Online Banking customer, you have chosen a personal User ID and Password which allows you access to our service. You are responsible for keeping your User ID and Password confidential and for ensuring that you have logged out when your session is complete to prevent unauthorized access. It is your responsibility to contact us if you know or suspect unauthorized use of your User ID and Password. Review our Online Banking User Agreement and Disclosure for further information. You agree to provide true, accurate, current and complete information about yourself as requested, and not misrepresent your identity. You understand that you have a duty to exercise reasonable promptness in examining the *e*-Statement which includes your cancelled checks for unauthorized signatures, alterations, forgery, posting errors, etc... The statute of limitations governing these responsibilities will commence at the time the Bank sends you the email notification that your *e*-Statement is available. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared as outlined in our EFT Disclosure.

**TERMINATION OR EQUIPMENT FAILURE:** In the event of equipment failure or email delivery error, you may request a paper copy of your statement at no charge; simply contact our Statement Processing Department at 620-836-2888. If an email is returned undeliverable for any reason, Citizens State Bank will make an attempt to contact you via phone, if no attempt can be made, we will resume the paper delivery of your statement via U.S. Postal Service immediately.

<u>PISCLOSURES:</u> Federal law requires that we obtain your consent before providing required account disclosures electronically. Therefore, your acceptance of this Agreement provides consent to us to deliver your required disclosures electronically. You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary for you to access and use Online Banking. This responsibility includes, without limitation, includes utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You acknowledge and agree that you have approved such security procedures and that the procedures are commercially reasonable and adequate for the purposes intended. Bank may rely on the security procedures identified herein to determine whether any instructions are authorized, and you will be bound by instructions issued in your name (or in the name of an Authorized Person) and accepted by Bank in compliance with the security procedures set forth, whether or not you actually authorized such instructions. If the security procedures include an Access ID and Password (collectively, a "Password"), you agree that you and each Authorized Person will keep the Passwords confidential. An authentication image and phrase will be assigned to you, which will appear each time you login in order to verify that you are on the correct website. There will be three different challenge questions, which you will answer and each time you login you will be asked to supply

the answer to one of these questions. Bank reserves the right to change any or all of the security procedures at any time while this Agreement is in effect.

**FORCE MAJEURE:** No party will be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include, without limitation, any failure or interruption of any electronic communication system between you and Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of any governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.

**EXCLUSION OF WARRANTIES:** The Service and Guides are provided "AS IS" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

TERMINATION OF THIS AGREEMENT: You may terminate your use of the Service at any time by calling or writing Mobile Banking Customer Service at the address provided in this Agreement. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if the Payment Account is closed, or access to the Payment Account is restricted for any reason. If you terminate the Service, you authorize us to continue making transfers you have previously authorized and Scheduled Payments until such time as we have had a reasonable opportunity to act upon your termination notice, not to be less than 5 Business Days after oral or written notice is received by Customer Service. Once we have acted upon your termination notice, we will make no further transfer or payment from your Account, including any transfer you have previously authorized or Scheduled Payment. If we terminate your use of the Service, we reserve the right to make no further transfers or payments from your Accounts, including any Transactions you have previously authorized. If you would like to transfer the Service to a different Payment Account with us, you must provide 30 Business Days advance written notice. Termination will not affect your liability or obligations under the Agreement.

**REMOTE DEPOSIT CAPTURE (RDC)**: an electronic deposit transaction delivery system, allows the financial institution to receive digital information from deposit documents captured at remote locations and on mobile devices.

<u>CUSTOMER ELIGIBILITY FOR REMOTE DEPOSIT</u>: For customers to apply and be granted access to remote deposit capture technology, they must complete and adhere to the Mobile/Remote Deposit Capture Agreements. Customers must have a relationship in good standing with the institution, and an active checking account. Customers who have previously charged off accounts are not eligible for RDC. Customers who have excessive overdrafts or insufficient funds will not be eligible.

#### ITEMS ELIGIBLE FOR MOBILE DEPOSIT:

**RDC ACCEPTABLE ITEMS**: Deposit properly issued checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.) That are for the benefit of the account holder(s).

<u>RDC NON-ACCEPTABLE ITEMS</u>: Items that are not eligible to be processed via RDC or MRDC. Checks payable to any person or entity other than the payee (i.e., payable to another party and then endorsed). Checks payable to user and another party who is not a joint owner on the account. Checks that contain evidence of alteration, or that is known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

<u>CHECK ALTERATIONS:</u> Users are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. Users are solely responsible if, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition users agree they will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or de-compile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or service. available to users.

<u>PROPER ENDORSEMENT:</u> Items that are presented for deposit via the mobile deposit application must be endorsed according to appropriate industry and financial institution guidelines. Any item that fails to meet the proper endorsement rules, may not be accepted for mobile deposit. Guidelines and endorsement requirements are available to users during the enrollment process.

**TRANSACTION LIMITATIONS AND CONTROLS**: We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**FUNDS AVAILABILITY:** Mobile Deposits confirmed as received before close of business on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after close of business, and deposits confirmed received on holidays or days that are not business days will be credited to your account within 24 hours of the following business day. Funds will be available as described in our Funds Availability Disclosure.

MOBILE DEPOSIT UNAVAILABILITY: Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider and internet software. In the event that Mobile Deposit is unavailable, users may deposit original checks at any of our locations, night depository or by mail.

**NOTICES:** Except as otherwise provided in the Agreement, all notices required to be sent to you will be effective when we mail or deliver them to your last known mail or e-mail address that we have for you in our records. You agree that we may send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, or disclosure required to be provided orally or in writing to you. You agree to receive any electronic messages sent to you and will not attempt to avoid receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you. Except as otherwise provided in this Agreement, any notice that you send to us must be mailed to the address listed on the first page of this Agreement. Such notice is effective when it is actually received by us and we have had a reasonable opportunity to act, not to be less than 5 Business Days. We may, in our sole discretion, act upon verbal notice from you except with respect to oral stop payment notices.

LINKS TO OTHER SITES: Our website may contain links to websites not operated by the Citizens State Bank. We provide these links for your convenience, but we do not review, control, or monitor the materials on any other websites. We do not control, guarantee, endorse or have any responsibility for the content, recommendations, products or services provided by the linked sites. We are not responsible for the performance of those sites or for your business dealings with them. We are not liable for any failure of products and services advertised on those sites. Please use caution when using linked websites, as they may be less secure than the Bank's website

<u>AMENDMENTS</u>: This Agreement may be amended from time to time. Unless otherwise required by law, we may amend the Agreement by positing a notice on our website, sending you a copy or a message on your periodic statement, or sending an electronic communication. Your continued use of the Service after the effective date of any amendment, or after a reasonable time not to exceed 10 calendar days, if no such date is stated, will constitute your acceptance of the terms of the amendment. We may, from time to time, revise or update the Service or Guides, which may render all prior versions obsolete. We reserve the right to terminate this Agreement as to all such prior version and limit access to only the most recent revisions and updates.

**ASSIGNMENT**: You may not assign the Agreement to any other party. We may assign the Agreement or delegate any or all of our rights and responsibilities under the Agreement to independent contractors or other third parties.

**NO WAIVER**: No delay or omission by us in exercising any rights or remedies under the Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of any other right or remedy. No waiver shall be valid unless signed in writing by us.

<u>CAPTIONS</u>: The captions of sections of the Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions.

**GOVERNING LAW/SEVERABILITY**: The Agreement shall be governed by and construed in accordance with the laws of the state that govern the Payment Account, without regard to its conflicts of legal provisions, as provided in the *Deposit Agreement*, and applicable Federal laws and regulations; provided, however, If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

**ENTIRE AGREEMENT:** The Agreement is the complete and exclusive agreement between you and us relating to the Service, which supersedes any prior agreement, oral or written, and any other communications between you and us related to the Service. If there is a conflict between what our employee or an employee of a third party to whom we have delegated any of our rights and responsibilities under this Agreement, the terms of this Agreement shall control. In the event of a conflict between the Agreement and the Guides, or any other agreements or disclosures relating to your Accounts, the Agreement shall control.

# INTERNET BANKING ENROLLMENT FORM www.bankcsb.bank **Customer Information** Name\_\_\_\_ \_SS#\_\_\_\_\_ Phone #\_\_\_\_ Address City/State/Zip Email address (The bank will use this email address to periodically inform you of important bank information. The address is for our records only. We will NOT share your email address with any third party.) The following types of accounts are available for Internet Banking: Checking, Money Market, Savings, CD's, IRA's, Loans. Account Number **Owners Type of Account Enroll in E-Statements** (Circle one) Yes No Signatures: By signing below, I authorize Citizens State Bank to issue a temporary password on my behalf which I will be forced to change to a new password the first time I log into the system. I understand that I remain responsible for all activity on my account. All terms and conditions that were disclosed to me when I opened my account continue to apply. A copy of the online agreement has been made available to me and I agree to the terms of that agreement. I further agree that by circling "Yes" in the e-statement column, I authorize the e-statement enrollment of such account and understand that I will no longer receive traditional paper statements from Citizens State Bank via the US Postal Service. ☐ Enroll me in CSB's convenient Bill Pay, a free service for six months. Pay anyone, anytime, anywhere with just a few clicks of the mouse – all from one site. Set up payments to be made automatically at the frequency you choose, schedule payments far in advance, and more. After six months this convenient service will continue for only \$4.95 per month.\* The account number I would like to pay my bills from is CITIZENS STATE BANK USE ONLY Employee

Date

Branch \_\_\_\_\_

Online Banking ID\_\_\_\_\_

Signature

<sup>\*</sup>See the online agreement for more details.