

# **Citizens Bank & Trust Co.**

## **Online Banking Enrollment Agreement**

In this content:

- “We”, “us” and “our” refer to the entity with which you have your account, Citizens Bank & Trust Co.
- “You” and “your” mean the individual(s) or entity identified on the account(s) giving the consent.
- “Account” means the account you have with us.
- “Communication” means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or account, including but not limited to information that we are required by law to provide to you in writing.

### **1) General Description of Agreement**

#### **1. What this Agreement Covers –**

- i) This agreement between you and Citizens Bank & Trust Co. (CBT) governs the use of Online Banking. These services permit bank customers (consumers, sole proprietors and other business customers) to perform a number of banking functions on accounts linked to the service through the use of a personal computer. Please note that your computer must have the system requirements listed at the end of this document in order to use Online Banking.

#### **2. Accepting the Agreement –**

- i) By using any of the Online Banking Services described in this Agreement, or authorizing others to use them, you agree to the terms and conditions of the entire Agreement.

#### **3. Relation to Other Agreements –**

- i) Your use of Online Banking Services may be affected by the agreements between us for your deposit, debit card, loan and other accounts. This agreement does not change other agreements already in place. You should review all agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions which might impact your use of an account with Online Banking Services.

### **2) Online Banking Services**

#### **1. Online Banking for Consumers and Businesses –**

- i) To use Online Banking, you must have internet access and be enrolled to obtain an Online Banking Username and Password. You may use Online Banking to view current balance information, review transactions, transfer funds, and/or view and print monthly checking or savings statements. In addition, you may select which accounts you want to view, make updates to your phone number, e-mail address and Online Banking password, send secure Bank Mail messages for questions regarding your Online Banking Service and make loan payments. *Some of the above services may not be available for all users and accounts.*

### 3) Description of Services

#### 1. Balances –

- i) Balances shown are as of the last business day. Available Balance is your balance less any holds or pending transactions.

#### 2. Transfers –

- i) Transfers may be made to and from CBT checking, savings or money market accounts. Payments may be made to CBT installment loans or mortgage accounts from checking, money market, or savings accounts. The completion of a transfer is subject to the availability of sufficient funds at the time of final processing. If there are not enough available funds for the transfer, an insufficient funds fee may be assessed. Transfers entered before the cut-off time of 3:00 PM CT on a bank business day are processed as a same day transaction. Transfers entered after the cut-off time or on a non-bank business day are processed on the next bank business day. Loan payments entered before 3:00 PM CT will be processed on that business day. Payments entered after the cut-off time or on a non-bank business day are processed on the next bank business day.

#### 3. Limitations and Dollar Amounts for Transfers and Payments–

- i) When an account transfer or payment is scheduled, this is authorization for CBT to withdraw the necessary funds from the assigned account on the date scheduled to initiate the transfer or payment request. A transfer or payment request must only be instructed when a sufficient balance is or will be available in the assigned account at the time of the withdrawal. If there is not a sufficient balance, we may refuse to complete the transaction. In either case, we reserve the right to impose an insufficient funds fee, over-limit fee or similar and no further attempt will be made by the bank to issue the payment or process the transfer request. The bank is under no obligation to notify you if the payment or transfer is not completed due to insufficient funds. In all cases, you are responsible for making alternate payment arrangements or rescheduling the payment or transfer through the online service.

#### 4. Canceling Transfers –

- i) A scheduled transfer or payment may be canceled or edited at any time prior to 3:00 PM CT on the business day it is scheduled to execute. After the payment or transfer is canceled, the status of the transaction will change to canceled. Although the easiest, most convenient and least costly way to cancel a transaction is through Online Banking Services, you may request to cancel a transfer by calling us at [\(308\) 754-4426](tel:3087544426). If cancelling by phone, we must receive your request **at least three business days before** the transaction is scheduled for processing. If canceling by phone, you may be required to provide a written request to cancel within 14 days of your call.

#### 5. Our Liability for Failure to Cancel or Stop Payments/Transfers –

- i) If you attempt to cancel a payment in accordance with the above instructions and we do not do so, we will be liable for your losses or damages.

#### 6. Accounts Linked to Your Online Banking Services –

- i) When you first set up your Username for Online Banking Services, we will include all eligible accounts in which you are a direct owner.

## 4) Other Terms and Conditions

### 1. Security –

- i) The Online Banking System will automatically log you out after fifteen minutes of inactivity. To continue, you must log back in. Any information that is not submitted before the automatic logout may be lost.

### 2. Monthly Service Charge –

- i) There is no monthly service charge to access your accounts within the Online Banking Service.

### 3. Other Charges –

- i) Normal account fees and service charges are assessed. Payments or transfers made through Online Banking Services from a savings or money market account may result in an excess transaction fee. See your savings or money market account agreement and disclosure for details. Additionally, fees may be assessed for added services requested through secure Bank Mail. Please see your deposit account agreements to determine if your accounts are subject to these fees. Insufficient funds fees may also apply for scheduled payments or transfers with insufficient funds to process the transaction on the date scheduled. We may charge you a research fee for an inquiry regarding any transaction per your request. This fee will be waived if we determine that a bank error occurred.

### 4. Service Hours –

- i) Online Banking Services are available 365 days a year and 24 hours a day (other than system downtime). During system maintenance and/or upgrades, you will receive a message that the page cannot be displayed.

### 5. Business Days –

- i) For Online Banking Services, business days are Monday through Friday, excluding federal bank holidays. For a transfer to be processed on the same business day; instructions must be submitted before the cut-off time referred to in section 3, paragraph 2. For all entries made using the Online Banking Service, the submission time is recorded in our computer log. Scheduled payments or transfers for future dates are processed on the selected date only if it is a business day. If the date of the scheduled payment or transfer is not a business day (Saturday, Sunday or Holiday), the transaction will be processed on the next business day.

### 6. Joint Accounts –

- i) Online Banking Services for one or more joint accounts allow CBT to act on the verbal, written or electronic instructions of any authorized signor regarding your service. Joint accounts using the same Online Username will be identified as one service. If joint account holders use individual Online Usernames, the service will be identified as two separate services.

### 7. Changes to Agreement –

- i) It is the right of CBT to change this agreement at any time. We may add, delete or amend the terms or services at our discretion. We will notify you of such changes by mail or electronic message. If you maintain your Online Banking Services after the effective date of a change, you indicate your agreement with the change.

#### **8. Cancellation –**

- i) Your Online Banking Services remain in effect until they are terminated by you or CBT. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Online Banking Secure Bank Mail, or by calling the bank at (308) 754-4426. This cancellation applies to your Online Banking Services and does not terminate your CBT accounts. We recommend that you cancel any scheduled loan payments and transfers prior to notifying us that you are discontinuing the service. We may terminate your participation in Online Banking Services for any reason, at any time. We will try to notify you in advance, but are not obliged to do so.

#### **9. Use of External E-mail Address –**

- i) With Online Banking Services, we may send you messages relating to agreement changes and notify you of responses to your payment inquiries through your external e-mail address; we cannot act on instructions sent by you from an external e-mail address. You must use Online Banking secure Bank Mail to send questions or inquiries to CBT. If for any reason your external e-mail address changes or becomes disabled, please contact the bank immediately so that we may continue to provide you with automated messages regarding your account. You may notify us of any changes to your external e-mail address through Profile page.

#### **10. Transfers from Money Market Accounts –**

- i) Federal regulations limit the number of preauthorized electronic fund and telephone transfers per statement period. This includes Online Banking Services transactions from money market deposit and savings accounts. You are limited to three preauthorized electronic fund transfers, telephone transfers, checks and point-of-sale transactions per statement cycle. (For information on these accounts, see the applicable account agreement.) Each transfer or payment through the Online Banking Services from your money market account is counted as one of the three limited transfers you are permitted each statement period. This includes payments to your CBT loans from Money Market Accounts. A fee is assessed for each transaction in excess of this limit.

#### **11. Contact by CBT or Affiliated Parties –**

- i) No CBT employee, or company affiliated with CBT's Online Banking Services, will contact you via e-mail or phone requesting your Online Username or Password. If you are contacted by anyone requesting this information, please contact us immediately.

#### **12. Reporting Unauthorized Transactions –**

- i) To report an unauthorized transaction on your account call (308) 754-4426 or write us at 721 7<sup>th</sup> Street PO Box 385 St. Paul, NE 68873.

#### **13. Initiating Payment Inquiries –**

- i) To initiate a payment inquiry, you may use Online Banking Services to send the request via secure Bank Mail.

#### **14. Disclosure of Account –**

- i) CBT will not disclose information to third parties regarding your account or your transactions, except as provided by law. For more information on our Privacy Policy for Consumers, you can visit our Privacy Policy at [www.bankwithcitizens.com](http://www.bankwithcitizens.com).

#### **15. Account Statements –**

- i) CBT reports your Online Banking transactions on the monthly statements for your accounts. A description of each transaction, including the date and the amount of the transaction, will appear on your statement.

### **5) Additional Provisions Applicable to Consumer and Sole Proprietor Deposit Accounts**

#### **1. In Case of Errors or Questions about Your Electronic Transactions –**

- i) Immediately send us a secure Bank Mail message, call or write us. NOTIFY US AT ONCE if you think: (1) your statement or transaction record is wrong; (2) you need more information about a transaction listed on the statement; (3) an unauthorized person has discovered your Online Banking Password; or (4) someone has transferred or may transfer money from your account without your permission. We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared. If you tell us verbally, we may require you to send us your complaint or question in writing within 10 business days (Online Banking customers may use secure Bank Mail). When you contact us, please provide the following information: (1) your name and account number; (2) the date and dollar amount of the transaction in question; (3) the name of payee if the transaction in question is a payment; (4) the transaction number assigned by Online Banking, if available; and (5) a description of the transaction you are unsure of. Please explain as clearly as you can why you believe there is an error or why you need more information. We will tell you the results of our investigation within ten business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within ten business days for the amount you think is in error so that you 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 your letter within ten business days of our request, we reserve the right to not provisionally credit your account. If we conclude there was no error, we will send you a written explanation within three business days after we complete our investigation. You may request copies of the documents used in our investigation.

#### **2. Limitation of Bank's Liability –**

- i) Notify us immediately if you believe your Online Banking Password has been compromised or if someone has transferred or may transfer money from your account without your permission. The unauthorized use of your Online Banking Services could cause you to lose all money in your

accounts. You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction is mailed to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period if we can show that we could have stopped the transaction had you notified us in time. If a good reason (such as a long trip or hospital stay) kept you from notifying us, we may extend the time periods. When you give someone your Online Banking Username and Password, you are authorizing that person to use your service, and you are responsible for all transactions the person performs using your service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, transactions that person performs after the time you notify us, are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every Online Banking session and close your browser to ensure confidentiality. The session will automatically close 15 minutes after sign on.

### **3. Our Liability for Failure to Complete Transactions –**

- i) If we do not complete a transaction 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. However, there are some exceptions. We may not be held liable, if through no fault of ours, you do not have enough available funds in your account to cover the transaction or transfer; if Online Banking Services weren't working properly and you knew about the malfunction when you started the transaction or transfer or if circumstances beyond our control (such as fire or flood) prevent the transaction or transfer, despite reasonable precautions we've taken. *There may be other exceptions not specifically mentioned.*

## **6) Additional Provisions Applicable to Business Accounts (Other than Sole Proprietors)**

### **1. Protecting Your Password –**

- i) You agree that we may send notices and other communications, including Password confirmations, to the current address shown in our records; whether or not the address includes a designation for delivery to the attention of any particular individual. You further agree that CBT will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to (1) keep your Password secure and strictly confidential, providing it only to authorized signers on your account(s); (2) instruct each person to whom you give your Password that he or she is not to disclose it to any unauthorized person; and (3) immediately notify us and select a new Password if you believe your Password may have become known to an unauthorized person. **THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.** We may suspend or

cancel your Password, even without receiving such notice from you, if we suspect your Password is being used in an unauthorized or fraudulent manner.

## **2. Acknowledgement of Commercially Reasonable Security Procedures –**

- i) By using Online Banking Services, you acknowledge and agree that this agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

## **3. Limitation of Bank's Liability –**

- i) If we fail or delay making a payment or transfer pursuant to your instructions or if we make a payment or transfer in an erroneous amount, which is less than the amount per your instructions, unless otherwise required by law our liability, CBT shall be limited to interest on the amount which we failed to timely pay or transfer. This is calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties. Our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount of the transaction per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability, CBT will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Kansas City Federal Reserve Bank for each day interest is due, computed on the basis of a 365-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

## **7) Electronic Disclosure and Consent –**

1. You agree that we may provide you with all disclosures, notices and other communications regarding Online Banking including the Online Banking Service Agreement and Electronic Disclosure and any future amendments, in electronic form. We will provide all future notices by secure Bank Mail. You may download or print the notices from your computer. At your request, we will provide you with a paper copy of any of the above documents without any fee. You have the right to withdraw this consent. If withdrawn, we will immediately terminate your participation in Online Banking. You may

obtain copies of any documents we provided electronically or withdraw your consent by calling us at (308) 754-4426.

## 8) System Requirements

In order for you to access and retain records in connection with Internet banking, your system must meet the following requirements:

-An IBM or Macintosh compatible computer with internet access and a Browser enabled for 128-bit encryption, Microsoft Internet Explorer 11.0 or later.

-To print or download disclosures you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure.

### **Citizens Bank & Trust Co. addresses & phone numbers:**

721 7<sup>th</sup> Street

PO Box 385

St. Paul, NE 68873

(308) 754-4426

650 P Street

PO Box 624

Loup City, NE 68853

(308) 745-0573

1634 16<sup>th</sup> Street

PO Box 177

Central City, NE 68826

(308) 946-3018

Effective Date: October 27, 2017

Citizens Bank & Trust Co. in St. Paul, Nebraska

Member F.D.I.C.