

# Citizens NationalBank

## INTERNET BANKING DISCLOSURE

**These are Terms and Conditions of Citizens National Bank's Online Banking.** This Agreement governs the use of Citizens National Bank's Online Banking service. By subscribing to the service or using the service to access account information, or to make any transfer between accounts or payments to a third party, you agree to the terms of this Agreement. The words "we", "us" and "our" refer to Citizens National Bank, the bank which holds the deposit accounts accessed by the service in its sole discretion involved 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.

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 clearing house 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 change is considered acceptance of the Agreement or change. Notice of a change may be made by mail or electronically. Some of the transactions permitted under this Agreement are governed by the Electronic Fund Transfer Act and some terms and conditions included in the Agreement are required by this Act.

### **Computer Equipment and Software**

You are solely responsible for the maintenance, installations and operation of your computer and for the software used in accessing Online Banking. The Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will the Bank be responsible for any computer virus that affects your computer or the software while using Online Banking. Additionally, you must have an Internet Service Provider and a Browser to utilize the Online Banking through the Internet. It will be your responsibility to establish Internet Service through a Provider. Any costs or fees from your Internet Provider are solely your responsibility.

### **Security**

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

### **User Identification (ID) and Password**

You will be required to establish a User ID and Password during your first online session through our online registration process. Your User ID and Password identify and authenticate you to Citizens National Bank when you use Online Banking. User ID numbers may only be obtained by customers who have existing accounts with Citizens National Bank. Upon establishing a User ID and Password you agree to:

- a. not disclose your User ID and Password or otherwise make it available to anyone else;
- b. use your User ID and Password as instructed in the account disclosure;
- c. immediately notify us of any loss or theft of your User ID and Password; and
- d. be liable for your User ID and Password and for its authorized use and for its authorized use as described in your agreement.

Unless you notify us as provided in this Agreement, you acknowledge that we are entitled to rely on the use of your User ID and Password as your authorization for any transaction through Online Banking. You are responsible for all transactions you initiate or authorize using Online Banking. If you permit any other person to use the services provided by Online Banking or your user ID and Password, you will have authorized that person to access your accounts and you are responsible for any transaction that person initiates or authorizes from your accounts.

**Account Requirements**

To subscribe to Online Banking you must maintain at least one deposit account with the Bank which may include the following types of accounts: Ultimate Checking, Free Checking, Regular Checking, Utility Checking, Check'N'Earn (NOW) Checking, Money Market, Seniority Club, Business, Special Business, Savings, and Certificates of Deposit, collectively and individually. Online Banking will allow you to access more than one account to view account balance and transaction information, transfer funds among designated accounts, send electronic mail to the Bank and receive electronic mail from the Bank.

In order to access the bill payment function, you must have an established checking account. Although you may currently have a different type of account with us, the checking account is the only account accessible for the bill payment function. This decision was based on Regulation D, which limits the number of withdrawals made from certain types of accounts. Checking accounts may be used for all types of withdrawal purposes needed.

**Electronic Bill Pay**

You may specify the date by which you want the payment to be made ("Payment Date"). That day can be any Business Day up to one year in the future. You must give the bill payment instructions at least 5 business days in advance of the day on which the payment is due to the Payee to ensure your bills are paid on time. For electronic bill pays that require an online check payment, payments will be mailed out 5 business days prior to Payment Date. Depending on the U.S. Postal Service, or other commercial delivery service, and the manner in which the Payee processes the check, an online check payment may post to your account before the payment date. If more than one online check payment is presented to us and/or more than one online EFT payment is scheduled on the same date, we will, in our sole discretion, determine the order in which these payments are processed.

While most Payees can be reached through our Online Banking, we reserve the right to refuse to allow you to designate any particular Payee or class of Payees. We shall have a reasonable opportunity to act before changes to your Payee list are effective. Funds are available for transfers and payments in accordance with our Funds Availability Policy contained in our Deposit Account Information Agreement pamphlet. If there are not sufficient available funds in the payment account to make payments you have authorized, we may either refuse to honor payment request or may make the payment and thereby overdraw the payment account. In either event, you will pay on demand the negative balance and are responsible for any insufficient funds and return item fees. If you have overdraft checking privileges with us, you are bound by the rules and regulations which apply to that credit privilege. If we refuse to honor a payment request due to insufficient available funds, the bill payment will be canceled and will not be paid. We will not be liable to you if a Payee cannot or will not accept a payment made through our service. 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.

**Daily Processing Deadlines**

Account information displayed through Online Banking is the current information as of the previous business day. Funds transfers between accounts initiated on your computer using Online Banking, and received by the Bank by 5:00 p.m. CST Monday through Friday will be effective on the current business day. Funds transfers processed on your computer using Online Banking, and received after 5:00 p.m. CST Monday through Friday and all day Saturday, Sunday, and banking holidays will be effective the following business day.

**Fees and Limits of Transactions**

Online Bill Pay access: Various plans are available for a monthly fee. Contact a Personal Banker for more details. This fee will be deducted from your account monthly. Subject to available deposit account balances, funds transfers and bill payments can be made for any amount. By federal regulation, transfers from a money market deposit account or a savings account to another account or to third parties by preauthorized, automatic, or telephone transfer are limited to six per month or statement cycle with no more than three by check, debit card or similar order to third parties. Transfers between your deposit accounts are considered pre-authorized transfers.

**Electronic Mail (e-mail)**

Although you may currently have e-mail capabilities, it is important to remember that normal Internet e-mail transmissions may not be secure. In addition, 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, account inquiry, stop payment, report unauthorized use of User ID and Password, report an unauthorized transaction or engage in a funds transfer. You must notify us by calling or writing us at the phone number or address listed below:

Citizens National Bank Electronic Banking Department  
7305 Manchester  
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