



Online Banking Agreement & Disclosure

Account Holder Name: _____ Account #(s): _____

ACKNOWLEDGEMENT. I/We have read and understand the below provisions of the Online Banking Agreement and Disclosure and agree to be bound by its terms.

Signature of Account Owner/Authorized Signer: _____ Date: _____

INTRODUCTION. The Online Banking Agreement (“Agreement”) governs the use of our Online Banking Services (“Services”) and serves as the agreement between you and The Citizens Bank of Edmond. It is important that you read and understand the terms and conditions provided in this Agreement before you accept its terms. Your use of the Online Banking Services constitutes your acceptance and agreement to the terms and conditions contained herein as well as any other terms made available to you by using Online Banking Services. Additionally, your use of any Online Banking Services that we introduce in the future constitutes an acknowledgement and agreement to the terms and conditions associated with those Services. Any agreements, amendments, notices, periodic statements and other communications may be provided to you in electronic format if you have authorized that format of delivery. If you have any questions about this Agreement, contact us at the information below prior to acceptance.

FINANCIAL INSTITUTION CONTACT INFORMATION

Mailing Address: Citizens Bank of Edmond: Account Services, P.O. Box 30, Edmond, OK 73083
Email Address: Operations@citizensedmond.com
Phone Number: (405) 341-6650

DEFINITIONS. The terms “you”, “your” and “Authorized User” refers to any and all individuals authorized by an account owner/authorized signer to access Online Banking Services. The terms “we”, “us” and “our” refer to The Citizens Bank of Edmond, the Financial Institution.

“Account” refers to your account or accounts with us that you have designated for Online Banking Service access and that we allow to be included under this service.

“Login Credentials” refers to the combination of your Nettleter User ID and Password that must be used to securely access your account information.

“Business Day” refers to Monday through Friday with the exception of holidays observed by the Federal Reserve Bank.

SYSTEM REQUIREMENTS. Online Banking Services provides you with the convenience and flexibility to perform certain banking transactions and functions for designated Account(s) through Internet access on your personal computer or via a wireless handheld device. You must meet minimum software and hardware requirements for each device you use to access Online Banking Services in order to take advantage of these Services. If you decide not to maintain such hardware and software, you may cancel Services at any time by contacting Account Services.

SECURE ACCESS. You must follow all necessary instructions and obtain your Login Credentials before gaining access to Online Banking Services. We may also utilize uniquely identifying information to confirm your identity. It is recommended that you change your Login Credentials through Online Banking Services. There may be additional or optional security measures instituted by us from time to time as we determine necessary to ensure the security of this service.

Subject to federal and state law, the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Banking Services, whether made by yourself or someone authorized by you, using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials. For consumers, please refer to the Notice of Rights and Responsibilities section of your Electronic Fund Transfer Disclosure for our liability policy.

As a precaution, we recommend that you not send email(s) or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Banking Services and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your login information; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your accounts. If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Banking Services, we recommend that you change your Login Credentials if possible and notify us immediately. Our contact information is provided at the beginning of this disclosure.

TRANSACTIONS AND FUNCTIONS OF THE SERVICE. The transactions and functions available through Online Banking Services may include, but are not limited to the following:

- Transfer of funds between Accounts.
- Balance inquiry on each Account.
- Review transactions on each Account.
- View statements and check images on each Account.
- Set email alerts for events, balance notifications, item clearing and personal reminders.
- The use of our Bill Pay service.
- The use of our Mobile Banking services.

The above transaction and function capabilities may be available, either all or in part, depending on the Account, customer type, or other Online Banking Service limitations. We reserve the right to restrict the use of Online Banking Services for an account type or to impose any other limitation or restriction on the use of these Services.

TRANSACTION LIMITATIONS. Federal regulation limits the number of checks, telephone transfers, online and mobile transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six (6) such transactions from each money market and/or savings type account(s) you have each month for purpose of making a payment to a third party or by use of a telephone, computer or wireless handheld device.

ONLINE TRANSACTION FUNDING. In order for us to process an Online Banking Services transfer request, the account that you have designated for the debit must have sufficient funds to cover the transfer, including any overdraft protection plan coverage, and the funds must be considered available as described in our Funds Availability Policy. Please refer to your Disclosures for any nonsufficient funds fee or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to overdraw your Account to complete the transfer, whether or not we have overdrawn the account for a transaction in the past or continue to do so in the future, and hold you responsible for any related fees that may be assessed for the overdraft.

EFFECTIVE TIMING OF TRANSACTIONS. Online Banking Services are available for your use 24 hours each day, seven days a week, unless the system is undergoing maintenance, which may occur from time to time. The posting of Online Banking Services transactions depends on the time and day of the transaction. Transfers requested through Online Banking Services before 8:00pm (CST) on a Business Day will post the same day and be included in the available funds for the receiving Account. Transfers requested after 8:00pm (CST) on a Business Day, or requested on a non-Business Day, will post on the following Business Day to the receiving Account and will be considered available funds on that day. Separate terms and conditions for availability of funds may apply to transactions completed using Mobile Banking services and will be disclosed to you in any agreement governing these Services if applicable.

CANCELING A TRANSFER. A one-time transfer is immediate and cannot be canceled. The deadline for canceling a recurring transfer request is 24 hours from the scheduled occurrence of the transfer. If you have any questions or problems canceling the transfer, contact Account Services by using the information provided in this agreement.

MOBILE BANKING. The following provisions are specific to our Mobile Banking services and are in addition to the terms and conditions provided in the Agreement for Online Banking Services with us.

Mobile Banking services refers to all financial services made available to you and which you may access through the use of a wireless handheld device or mobile phone, including but not limited to viewing account balances, remote deposit capture and text message banking.

ACCESSIBILITY AND LIABILITY. Our Mobile Banking services are designed to be available 24 hours each day, seven days per week. We do not warrant that services will always function properly or that disruption or suspension of services will not occur. You agree that we will not be liable for any loss, costs, damages or expenses resulting from the interruption of Mobile Banking services. You also agree that these services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device, your internet access or any other of its services and products you use to access Mobile Banking services. Standard data and messaging rates, short message service (SMS) fees and other charges from your wireless provider apply when utilizing Mobile Banking services.

MOBILE DEVICES. You are responsible for providing and maintaining your own wireless handheld device and for ensuring that it is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your equipment or for any damage to your device from the use of these services. You understand that wireless devices may be subject to viruses and we are not responsible for ensuring your device is protected from these viruses.

TRANSACTION LIMITS. You acknowledge that we may limit the number and frequency of transactions conducted through Mobile Banking services and that we may also place limits on transaction and transfer amounts in our sole discretion.

COST OF SERVICE. Account transaction fees as stated in the Disclosures and any Schedule of Fees provided to you remain in effect and are not eliminated or changed with the use of Online Banking Services. You have sole responsibility for any service fees you incur from your telephone, Internet or wireless service providers. When signing up for certain Online Banking Services, a separate schedule of fees specific to these Services will be provided.

YOUR LIABILITY. You are responsible for the activity performed through Online Banking Services using your Login Credentials, including any activity performed by others who use your Login Credentials whether or not authorized by you as disclosed in our Electronic Fund Transfer Disclosure. You also agree to review your Account activity. Any questions or concerns about any activity should be directed to Account Services as provided in your Electronic Fund Transfer Disclosure.

You acknowledge that you do not own or have any proprietary rights to Online Banking Services and any unauthorized reproduction in whole or in part is strictly prohibited. You agree not to use Online Banking Services to conduct any activity that is illicit or illegal. You agree to comply with all applicable federal and state laws, NACHA Operating Rules, and the terms and conditions of this Agreement, and any other Account Agreement or Disclosure by reference, in regards to these Online Banking Services and any transaction or functions performed using these Services. In the event of a conflict between this Agreement and any other Disclosure or Agreement provided, the Account Agreement will take precedence over this Agreement.

OUR LIABILITY. We are responsible for taking all reasonable measures to ensure that the Online Banking Services is available and functioning optimally, reserving the right to temporarily remove the service from access for maintenance or upgrades from time to time. We also accept responsibility to process any function or transaction requested by you through this service in a timely manner when submitted within the terms and conditions of this Agreement.

We will provide you with the hardware and software specifications for these Services and any amendments as they occur from time to time. We accept no responsibility, and you agree to hold us harmless, for any delay or inaccuracy of any transaction or function information due to an interruption or loss of communications in the service provided by your Internet, browser or wireless provider, or your system hardware or software, to the extent allowed by state and federal law. We also accept no responsibility, and you agree to hold us harmless, for any system virus or other system problem attributable to Online Banking Services or to your Internet or wireless service provider.

CANCELING SERVICE. You may cancel any or all of the Online Banking Services at any time by contacting Account Services. Upon cancellation, you agree to immediately discontinue any use of our Services and you agree to remain liable for all transactions performed on your account. We reserve the right to refuse your application for Online Banking Services if your account is not in good standing, and to suspend, restrict or cancel your authorization to use this service, at any time, at our discretion. We will take reasonable measures to reach you concerning the Service cancellation, but are under no obligation to provide you such notice. If Service is reinstated, this Agreement will remain in effect.

GOVERNING LAW. The terms and conditions of this Agreement are subject to and governed by the laws of the state in which the account was opened and federal law. The Accounts designated for access through Online Banking Services continue to be governed under the Agreement and Disclosures provided to you for each account. Changes in these laws may change the terms and conditions of this Agreement or of the Agreements and Disclosures associated with one or more of the Accounts. We will notify you of any changes as required by law.

SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ASSIGNABILITY. We may assign our rights and duties under this Agreement to an affiliate or successor. You may not assign your rights and duties under this Agreement at any time.

NO WAIVER. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege under this Agreement shall effect or preclude our future exercise of that right, remedy, power or privilege.