

# Citizens Bank & Trust

## ExpressNet Online Services Agreement

### General Terms Applicable To All Users

This ExpressNet Online Service Agreement ("Agreement") states the terms and conditions that govern your use of Citizens Bank's ExpressNet Service (Online Service). As used herein, the terms "Bank", "us," "we," or "our" means Citizens Bank & Trust; "you" or "your" means (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an Individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; and "Card" refers to the debit card issued by us.

### Agreement; Online Service

When you use or access, or permit any other person(s) or entity to use or access ExpressNet, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (Including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the sites within the Online Service (the "Site"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Service. Your use of the Online Service after we have made such changes available will be considered your agreement to the change.

ExpressNet is an online financial services website offering a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a nonexclusive, limited and revocable right to access and use the Online Service. You agree not to use the Online Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the ExpressNet Online Service without our prior written consent.

### Computer Equipment; Browser Access and Internet Services

#### Installation, Maintenance and Operation of Equipment

You are responsible for obtaining, installing, maintaining and operating all equipment necessary for you to access the Online Service, in accordance with such requirements as may be (i) provided by the equipment manufacturers and (ii) any other documentation we provide to you in connection with your accounts and services. You agree that you will utilize a reputable antivirus software program on your equipment and that you will update such antivirus software periodically in accordance with a commercially reasonable schedule. We are not responsible for any errors or problems that arise from the malfunction or failure of your equipment.

#### Browser Access and Internet Services

By utilizing an encrypted browser, you may access the Online Service. You are responsible for obtaining a browser capable of a sufficiently high level of encryption to meet the systems requirements we establish from time to time. If we make browser software available to you, you may use such browser or any other browser of your choice to access the Online Service via the Internet so long as it meets our encryption standards. You acknowledge that we are not responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for, any browser or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. Although we may make browser software available to you or facilitate a link to a third party site where you may download such browser software, we make no endorsement of any specific browser software. Your use of any browser may also be subject to the license agreements of the browser manufacturer, in addition to the terms and conditions of this Agreement.

You are additionally responsible for obtaining Internet services via the 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 (to the extent the law allows you to do so). You acknowledge that you have requested the service for your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions and that you are satisfied with that assessment. We are not responsible for any Internet access services.

#### Passwords

We may at our option change the parameters for the password used to access the Online Service ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access the Online Service. To

prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Service, you agree to protect and keep confidential your Card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Online Service. The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts.

It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use the Online Service or to access or use your Card numbers, account numbers, PINs, User IDs, Passwords, account information by such person(s) or entity. If you believe someone may attempt to use or has used the Online Service without your permission, or that any other unauthorized use or security breach has occurred, you **agree** to immediately notify us at 1-270-465-8193.

#### **Notices**

You agree that by using the Online Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Online Service may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.

#### **New Features**

We may, from time to time, introduce new features to the Online Service 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.

#### **Online Service Fees**

General access to the Online Service is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Online Service. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service. We **reserve** the right from time to time to add or modify charges and will notify you when we do so.

#### **Limitation of Liability; No Warranties**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

#### **Other Agreements**

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, but not limited to, all account agreements, and with all applicable State and Federal laws and regulations. In the event of a conflict between the terms of this Agreement and your applicable account agreements with us, the terms of your account agreement will control except as may be otherwise stated herein.

#### **Termination; Availability**

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Online Service, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Online

Service for a period of three (3) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

We reserve the right to determine your eligibility for any product or service.

### **Disputes**

In the event of a dispute arising under or relating in any way to this Agreement or to the Online Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

### **Binding Arbitration**

**YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE ONLINE SERVICE ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY.**

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving Interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

The party filing a Claim(s) in arbitration must file its Claim(s) before the American Arbitration Association under the rules of such arbitration administrator in effect at the time the Claim(s) was filed. Rules and forms of the may be obtained and Claims made may be filed at American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, 800-778-7879, [www.adr.org](http://www.adr.org). Any arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitrator administrator within the federal district in which you reside at the time the Claim(s) is filed, or at some other place to which you and we agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

### **Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Service or the use of the Online Service by anyone using your Card number, account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

### **Records; Communications**

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via the Site or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Policy, including reproduction, publication, broadcast and posting.

You agree that you will not transmit transactional instructions to us using electronic mail. You acknowledge that we will not act upon orders or instructions transmitted through electronic mail and that we may not be in a position, by virtue of time zone difference and otherwise, to respond to your communications sent by electronic mail within the time frame contemplated by you.

### **Special Provisions for Business Customers**

Any User ID or Password we provide to you is provided to you in your capacity as a representative of the business entity registered with the Online Service only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a Password leaves the employ of the entity to which that Password has been assigned

#### **Site links**

The Sites may contain links to other third party web sites. WE are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

#### **Choice of Law/Successors; Waiver; Severability**

This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Kentucky, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via the Online Service shall be governed by laws of the applicable account agreements.

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

#### **Risk Of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction (s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction (s) so affected.

#### **Account Information**

Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in our e-statement service, will remain the official record. The Online Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

#### **Statements**

All of your transfers made through the Online Service will appear on the statement for respective accounts.

#### **Privacy Policy**

Our privacy policy, which includes details about our information sharing practices and your right to opt-out of certain information sharing was provided to you when you opened your account. It can be viewed by clicking on the "Privacy" link on any of our website pages.

#### **Cutoff Times**

The Cutoff Time for all transfers, unless noted to the contrary in this section, is 4:00 PM ET on any Business Day. All Cutoff Times referenced in this section reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. Instructions entered after the Cutoff Time or on non-Business Days will be considered entered in the Online Service on the next Business Day.

#### **Transfer Service Between Citizens Bank Accounts**

To use the Transfer Service, you must maintain at least two accounts with us (any combination of deposit or deposit and eligible credit accounts), among which you may transfer funds - up to your available balance.

You authorize us to charge your designated transfer from account for all transfers of funds that you initiate through the Online Service and you agree to have sufficient funds in your Transfer From account on the Send On date for each such transfer you schedule. We will not be obligated to make any transfer you may request unless there are sufficient available funds or available credit in your Transfer From account to cover the transfer on the Send On date. If there are insufficient available funds (or available credit in the case of credit transfers) to cover a Current Day transfer, we will not retry the transaction and the transfer will be immediately rejected. In the case of Future Dated Transfers, if sufficient funds are not in your account on the Send On date, we will automatically try to debit your account up to two (2) more times on the two (2) succeeding Business Days. After the third and final attempt, the transfer request will be cancelled.

Transfers to or from deposit accounts held by us: Current Day transfers to or from deposit accounts held by us that are made before the Cutoff Time will be effective immediately and the transferred funds will be available the same day to cover all transactions. The Deliver By date for any transfer received by us prior to the Cutoff date. The Send On date will always be the current calendar date. Funds transferred to deposit accounts held by us and made after the Cutoff Time or on a non-Business Day will be available for Immediate cash withdrawal at ATMs and for online transactions. Transfers from deposit accounts held by us will be deducted from your Transfer From account on the Send On date as soon as you receive the Confirmation Number from us. Repeating transfers will be paid on the same calendar day of each transfer period, or on the prior Business Day if the regular Send On date falls on a non-Business Day. The Cutoff Time for changing or deleting a Future Dated or Repeating transfer from or between deposit accounts held by us is 11:59 PM, ET, of the Business Day prior to the scheduled Send On date. Future Dated transfers (including Repeating transfer(s) from deposit accounts held by us) will be deducted from your Transfer From account on the Send On date.

Transfers to credit accounts held by us: Transfers to credit accounts may be made in amounts of up to the available balance in your Transfer From account per day. Only Business Days may be chosen for transfers to credit accounts held by us. Money transfers to credit accounts must be received by us by the Cutoff Time to receive credit on that same Business Day; transfer requests to credit accounts received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day. Transfers to credit accounts held by us are reflected in the deposit account as soon as the transfer request is received by us but will not be reflected in the outstanding balances of the credit account until the Business Day following the Send On date. Transfers to credit accounts may be Cancelled prior to the Cutoff Time on the Send On date; provided, however, that requests to cancel transfers to credit accounts held by us will be accepted only if you have sufficient available credit in the credit account at the time of your cancellation request.

#### **Accounts with Multiple Owners/Signers**

Transfers should not be requested from any account that requires two or more signatures. You agree not to change the account documentation to require two or more signatures until you have first notified us at the phone number or address in the paragraph entitled "Your Liability for Unauthorized Transfers" to terminate access to such accounts. No such change will be effective as to your Online Service until we receive the notice and have a reasonable opportunity to act.

#### **Transfer Service Fees**

If we process a transfer in accordance with your Instructions that overdraws your account, we may assess a fee in accordance with the terms of your Deposit Account Agreement. In addition, you will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Online Service.

#### **Your Liability for Unauthorized Transfers**

If you permit other persons to use the Online Service or your Password, you are responsible for any transactions they authorize from your accounts. **If you believe that your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling 1-270-465-8193 or writing us at Citizens Bank & Trust, Online Customer Service, P. O. Box 250, Campbellsville, KY 42718.** If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any credit line included among your accounts.

The following provisions of this paragraph apply to transfers to or from deposit accounts only.

If you believe your Password has been lost or stolen or that an unauthorized online transfer has been made from any of your deposit accounts, and you tell us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer without your authorization.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer has been made from any of your deposit accounts, and we can prove we could have stopped someone from making a transfer without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any deposit account statement shows online transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer was transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time periods.

#### **Our Liability for the Online Service**

If we do not complete a transfer to or from an eligible account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- (A) If, through no fault of ours, your account does not contain sufficient funds to make the transfer and the transfer would exceed any credit line or any overdraft for such account.
- (B) The Online Service, your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was evident to you at the time you began the transfer.
- (C) Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- (D) The Recipient mishandles or delays processing or posting a transfer sent by the PowerPay Bill Pay Service.
- (E) If you have not provided us with complete and correct transfer information, including without limitation the name, account number and transfer amount for the Recipient on a transfer.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

#### **Errors and Questions about Consumer Transfer Service**

In case of errors or questions about your electronic transfers to or from your deposit accounts you should contact us or write us as soon as you can, at the address or phone number set forth in the paragraph entitled "Your Liability for Unauthorized Transfers" if you think that your statement is wrong or you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and the account number(s) of the account(s) involved.
- Describe the error or the transfer you are uncertain about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will give you the results of our investigation within ten (10) Business Days (or 20 Business Days if your account was opened less than 30 days prior to the date of the suspected error) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (or 90 days if your account was opened less than 30 days prior to the date of the suspected error) to investigate your complaint or question. If we decide to do this, we will credit the account in question within ten (10) Business Days (or 20 Business Days if your account was opened less than 30 days prior to the date of the suspected error) 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. Such crediting is referred to as a provisional credit. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit the account(s) that was the subject of your complaint.

If we find there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we provisionally credit your account, we may take back the amount of any credit if we find that an error did not occur.

#### **Our Guarantee The Online Banking Guarantee — for Consumer Deposit Accounts**

In the event that funds are removed from your consumer deposit accounts (i.e., checking or savings) with us without your authorization, we will reimburse you 100% if you tell us within two Business days of your discovery of the unauthorized transaction. (See the paragraph above entitled "Your Liability for Unauthorized Transfers.") Our guarantee covers only things that are within our control - the guarantee does not cover your failure to completely log out and exit the Online Service when you're finished with your online session or away from your computer, nor does it cover your negligent handling of your User ID and Password. It is your responsibility to use care when exiting the system and safely maintain your user IDs and Passwords.

#### **ADDITIONAL TERMS APPLICABLE ONLY TO NETTELLER SERVICES FOR BUSINESS ACCOUNTS**

##### **Linking Multiple Accounts — Business and Personal**

You may use Citizens Bank Online for Business to access eligible accounts. These accounts may include accounts of affiliated, subsidiary, or non-affiliated businesses that may be added to your business subscription with the agreement of each

such business. You may be permitted to link personal accounts to your Online Service profile provided: (i) the authorized signer on the business account is also an authorized signer on the personal accounts to be linked and (ii) the personal account information provided during linkage is accurate and can be validated.

#### **Liability for Unauthorized Transfers for Business Customers**

You are responsible for all transfers that are authorized using your Online Service Password. If you permit other persons to use the Online Service or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE ONLINE SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCCIONES RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCCIONES.

We shall have no liability to you for any errors or losses you sustain in using Online Service except where we fail to exercise ordinary care in processing any transaction We shall also not be liable for any failure to provide any service if the account(s) involved is no longer linked for the Online Service. Our liability in any case shall be limited to the amount of any funds improperly transferred from your Transfer From account less any amount, which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer or error from any of your accounts within sixty (60) days of our providing or making available to you a bank statement showing such unauthorized transfer error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.

#### **Errors and Questions about Business Transfer Service**

In case of errors or questions about your electronic transfers you should contact us as soon as you can by calling 1-270-465-8193 or writing us at Customer Service, P. O. Box 250, Campbellsville, KY 42719 if you think that your statement is wrong or you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent or otherwise made available to you the FIRST statement on which the problem or error appeared. Failure to so notify us will preclude you from being able to assert a claim based on such problem or error. Any errors reported to us will be investigated by us and we will advise you of the results of our investigation.











