Citizens Bank Online Banking Terms and Conditions

This Agreement contains the terms and conditions for the use of Citizens Bank ("Bank") Online Banking, Bill Pay Service and P2P/A2A (collectively the "Service").

E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT

This E-Signature and Electronic Disclosures Agreement ("E-Sign Agreement") applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through the Service offered by your Bank for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender or Recipient or registering to use this Service. *Your use of the Service constitutes your acceptance of this Agreement.*

Agreement to Use Electronic Signatures

By accepting you are electronically signing this E-Sign Agreement and the Terms of Use related to the Services. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the E-Sign Agreement and Terms of Use documents just as if you had physically signed the same documents with a pen.

Agreement to Conduct Transactions by Electronic Means

You agree to conduct the transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use this Service and submit information to the Bank you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use this Service unless you agree to receive documents by electronic means. You further agree that you intend to electronically contract with us for the Service and that all transactions completed through this Service will result in valid and legally binding agreements.

Agreement to Receive Disclosures Electronically

You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this Service through electronic means including web-based electronic interface, mobile phone interface or email.

Prior to enrolling in the Service and accepting the electronic version of these terms and conditions, you should verify that you have the required hardware and software necessary to access the and retain a copy of these Terms and Conditions.

We recommend that you print and retain copies of any of the E-Sign Agreement and Terms of Use, disclosures, or other related documents from your computer, mobile phone or other access device

associated with all transactions utilizing the Service. There is no charge for you to download and print these documents.

You can also obtain a paper copy of these Terms and Conditions at any time using the contact information below. Future updates/amendments to the Terms and Conditions and all subsequent disclosures will be sent electronically.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us to request a paper copy of the Terms and Conditions, update information needed to contact you electronically, or notify us of your intent to cancel electronic disclosures without the imposition of any fees by either:

- Sending a letter to Citizens Bank Banking Department, 215 E Main St., Anamosa, IA 52205;
- Emailing us at info@citizensbankia.com; or
- Contacting us at the following toll-free phone number during normal Banking hours: (866)413-8155.

Hardware, Software and Operating System

You also agree that you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements to access this Service as described below.

The requirements for accessing our online systems to use this Service and access disclosures are as follows: You must use a computer or smart phone to use this Service. You must have a device that uses a supported version of one of the following browsers: Edge, Firefox, Chrome, or Safari. You may also use a mobile phone application developed for this Service if your mobile phone supports it. You are responsible for installation, maintenance, and operation of devices used to access this Service. Bank is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. Bank is also not responsible for viruses or related problems associated with use of these online systems.

If we revise hardware and software requirements and if there is a material chance that impacts your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving disclosures (e.g., change to paper format vs. and electronic format) without the imposition of fees.

Your carrier's message and data rates apply and are your responsibility. Bank cannot guarantee the availability of underlying data services provided by your mobile carrier. Bank is not responsible for carrier data outages or coverage issues.

Privacy and User Information You acknowledge that Bank and any associated Service Providers ("Service Providers") may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information from you or other sources (collectively "User Information"). Bank and Service Providers reserve the right to use and disclose User Information as reasonably necessary to deliver the Service to you and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the

personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Bank and Service Providers also reserve the right to monitor use of the Service for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. It is our policy to treat your account information as confidential. However, we encourage you to review our Privacy Policy to understand more. To view the Citizens Bank Privacy Policy, please go to: <u>https://www.citizensbankia.com/Pages/privacy-policy.html</u>

<u>Restrictions on Use</u> You agree not to use the Service for any illegal, fraudulent, unauthorized or improper manner or purpose. You agree to comply with all applicable laws, rules and regulations. You agree not to attempt to: (a) access any systems or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of the Service, the security of the Service or the Service's systems; or (d) interfere with other customers or otherwise abuse the Service or the Service's systems.

Security and Authentication Method Bank may require communications and instructions from you to be provided using a user ID, password, test key and/or other code or authentication method (referred to herein collectively as your "Authentication Method"). You agree that Bank is entitled to act upon any communications or instructions Bank receives under your Authentication Method. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You also agree to: (a) protect your computer or mobile device against loss, theft or unauthorized use; (b) protect your computer or mobile device against viruses, key loggers, malware and other unwanted functionalities; and (c) follow any security guidance that Bank provides from time to time. You should not use your computer of mobile device on an unsecured network (such as public Wi-Fi) and must not leave your mobile device unattended while logged into the Service; you should close the online Banking application when you are not using it. You agree to notify Bank immediately if your mobile device is lost or stolen or if you believe the security of your Authentication Method has been compromised. FAILURE TO PROTECT YOUR MOBILE DEVICE OR YOUR AUTHENTICATION METHOD MAY RESULT IN SOMEONE ELSE ACCESSING THE SERVICE OR YOUR ACCOUNT IN YOUR NAME. You may be liable for some/all transactions made or authorized with the use of your Authentication Method. Bank has no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations to Bank. Any communications or instructions Bank receives from you using your Authentication Method shall be considered "in writing" and shall have the same force and legal effect as a writing signed by you.

Information Authorization

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information.

Password and Security

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you

are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling (866) 413-8155 during normal business hours.

Your Liability for Unauthorized Transfers

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

Errors and Questions

In case of errors or questions about your transactions, you should notify us as soon as possible by:

- Sending a letter to Citizens Bank Mobile Banking Department, 215 E Main St., Anamosa, IA 52205;
- Emailing us at info@citizensbankia.com; or
- Contacting us at the following toll free phone number during normal Banking hours: (866)413-8155.

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name and account number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within

three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

Service Fees and Additional Charges

There are no fees associated with the standard use of the Service. However, there may be a charge for optional transactions and other optional services, such as for expedited payment options when using Bill Pay or other services that may be offered in addition to the standard services (See Bill Pay section). You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Payment Account and any other additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. 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.

Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

Contact Information/ Address or Banking Changes

To use this Service, you must provide your current email address so that we can send you important information related to your use of this Service. You may review and update the personal information maintained about you in the "Settings" section of the Site at any time to ensure that it is accurate.

It is your sole responsibility to ensure that the contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the online Banking application or by contacting Customer Service. All changes made are effective immediately for scheduled and future payments paid 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.

Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you may contact customer service by:

- Sending a letter to Citizens Bank Mobile Banking Department, 215 E Main St., Anamosa, IA 52205;
- Emailing us at info@citizensbankia.com; or

• Contacting us at the following toll free phone number during normal Banking hours: (866)413-8155.

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. Scheduled One-Time Payments will not be processed once the Service is cancelled. Scheduled Recurring Payments will still process following cancellation of the Service and should be cancelled prior to cancellation of the Service. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Disputes

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Bank says and the terms of this Agreement, the terms of this Agreement will prevail.

<u>Assignment</u>

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

<u>No Waiver</u>

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of laws and provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Exclusions of Warranties

THE SERVICE AND RELATED DOCUMENTATION 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.

LIMITATION OF LIABILITY

Bank is not responsible for your communications or instructions unless and until Bank actually receives them in a readable form. YOU AGREE THAT Bank WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) AND REGARDLESS OF WHETHER Bank HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. Bank is not responsible for any failure or delay in performance caused by an event beyond its reasonable control, such as but not limited to, an Act of God, flood, fire, electrical, equipment or communications failure, or third-party act or omission. Bank is not responsible for the actions, failures or insolvency of other Banks or for the loss, destruction or interception of items or information in transit. Any claim, action or proceeding arising out of this Agreement or the Service (including claims related to any error that you have previously given Bank notice of) must be commenced within one year from the first occurrence of the event giving rise to the claim, action or proceeding.

Indemnification

You agree to indemnify, defend and hold Bank harmless from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any third-party claim made against Bank that arises out of or relates to any check, item, image or other incoming work Bank receives from you; (b) any other third-party claim based on Bank's provision of the Service to you, including any claim arising out of responsibility that Bank has to others for handling or being associated with any check, item, image or other transaction on your behalf; (c) your acts or omissions or breach of this Agreement; or (d) Bank acting on your requests, communications, instructions or Authentication Method. You are not required to indemnify Bank for its own willful misconduct.

Qualification Requirements

The Service may have qualification requirements, and Bank reserves the right to change those requirements at any time without prior notice. Bank reserves the right to suspend or discontinue your use of the Service at any time without prior notice to you. Bank also reserves the right, in its sole discretion, to modify or remove access to specific parts of the Service. Your continued use of the Service will indicate your acceptance of any such changes. This Agreement is subject to change by Bank from time to time. If you disagree with a change you may discontinue using the Service. Your continued use of the Service will indicate will indicate your acceptance of the revised Agreement.

Complete Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior communications and agreements between the parties with respect to that subject matter, except that the terms of conditions governing your deposit account with Bank shall continue to apply. To the extent that these terms conflict with any separate deposit account terms, these terms control.

<u>Use of Google Maps</u>: You agree to abide by the Google terms and conditions of use found at <u>http://maps.google.com/help/terms maps.html</u> and the Google Legal Notices found at <u>https://www.google.com/help/legalnotices maps/</u>, or other URLs as may be updated by Google.

The following standard services are available through Bank's online Banking applications:

BALANCE INQUIRIES

You may use online Banking to check the current balance, view account transaction history and other account information on all you deposit accounts, loan accounts and certificate of deposit accounts. Balance inquiries can be completed by selecting the ACCOUNTS tab.

INTERNAL FUNDS TRANSFERS

You may use online Banking to perform funds transfers from your Citizens Bank checking or savings accounts to your other Citizens Bank checking, savings or loan accounts. These may be one-time immediate transfers or scheduled recurring transfers. Funds transfers can be completed by selecting the TRANSFERS tab. Following is information specific to transfers.

- 1. One-time immediate transfers from a deposit account to another deposit account are immediately reflected in the account's available balance.
- 2. Transfers to any deposit account after 6:00pm Central Time (CT) on Monday through Friday, or made on a Saturday, Sunday or Bank holiday, will appear with our next business day's date in the deposit account transaction history.
- 3. Transfer limitations may apply. If your account has restrictions related to the number of withdrawals allowed during a statement cycle, those restrictions will be enforced and fees may apply as per your Depository Agreement.
- 4. Scheduled Transfers for a weekend or a non-business day will be processed on the following business day. All other Scheduled Transfers will be processed from the funding account at the beginning of the business day requested.
- 5. Funds transferred as a payment to a loan account before 6:00 p.m. (CT) on a business day will be credited with the date the payment is submitted. Transfer payments submitted after 6:00 p.m. CT will be credited with the next business day's date.
- 6. When initiating a transfer, you are authorizing Bank to withdraw, debit, or charge the necessary funds from your designated account in order to complete your designated transfer.
- 7. You agree that you will instruct us to make a transfer withdrawal only when a sufficient balance is or will be available in your account at the time of the transfer.
- 8. You cannot cancel a 1-time immediate transfer after it has been submitted in online Banking.

8

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Active transfers may be canceled prior to 6:00 pm CT on the business day that the transfer is scheduled to occur.

MANAGE CARDS

Manage Cards allows you to turn your debit card(s) off in the event of loss or fraud. Likewise, if your card is found and you feel it has not been compromised, you may turn the card back on. If you find your card, but feel your card information could have been compromised and could be used without your consent, do not turn the card back on, but call the Bank immediately and request a new card.

BILL PAY

Bill Pay service is designed to allow you to pay a bill by taking a picture of your bill with your camera enabled phone or electronic device. You can also pay a bill by simply clicking on an existing payee or selecting ADD A PAYEE on the initial Bill Pay screen.

Definitions

'Agreement' means these terms and conditions of the Service.

'Biller' 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.

'Payment Instruction' is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Bill Image, Biller name, Biller account number, amount and Scheduled Payment Date).

'Payment Account' is the checking account from which bill payments will be debited. You must be a legal owner of any Payment Account registered for the Service.

'Business Day' is every Monday through Friday, excluding Federal Reserve holidays.

'Scheduled Process date' is the date you enter for the payment to begin processing. If your payment is sent electronically the payment amount will be debited from, or charged to, the account that you designate on the scheduled process date. If the scheduled process date is a weekend or non-business day, then the process date will be the prior business day.

'Scheduled Delivery Date' is the day you want your Biller to receive your bill payment, unless the Scheduled Delivery Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

'Due Date' is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

'Scheduled Payment' is a payment that has been scheduled through the Service but has not begun processing.

'Laser Draft Payment/electronic to check payment', is a payment method similar to a check written by you on your Payment Account, however the check is computer generated once the payment is authorized by you and will not contain a signature. Billers should receive Laser Draft Payments no later than the Scheduled Payment Date. If your payment is sent by Laser Draft the payment amount will be debited from, or charged to, the account that you designate on the date that the check is deposited/charged to your account.

Payment Scheduling

The earliest possible Scheduled Delivery Date for each Biller (typically four 4 or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Delivery Date less than the earliest possible Scheduled Delivery Date designated for each Biller. When scheduling payments you must select a Scheduled Delivery Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Delivery Dates must be prior to any late date or grace period. Please be mindful of any expedited payment options (overnight mail) and any additional fees (\$32.95) associated with these options before confirming your requests with the Service.

Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

Payment Authorization and Payment Remittance

By providing the Service with images containing names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Delivery Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur

no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any of the following circumstances:

- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable and if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Biller any previously misdirected transactions along with any late payment related charges.

Payment Methods/Limits

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment (ACH- \$6,000.00 daily payment limit), an electronic to check payment, or a laser draft check payment (\$8,000.00 daily payment limit). Funds remitted to the Biller by laser draft check payment are deducted from your Payment Account when the laser draft check is presented to the Bank for payment. As a result, neither the Bank nor its Service Provider can control when your payment Account will be debited for a laser draft check payment.

Failed/Returned/Insufficient Fund Transactions

In using the Service, you are requesting the Bank to make payments for you from your Payment Account. If at the time the payment attempts to post to your account and there are insufficient funds in your Payment Account to cover the transaction, your Payment Account may be taken negative in order to complete the transaction. In such case you agree that:

- You will reimburse the Bank immediately upon demand the transaction amount; and
- You will reimburse the Bank for any fees imposed as a result of the payment request as disclosed in your account opening disclosures.

Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited; therefore, a stop payment request must be submitted.

Stop Payment Requests

Right to stop payment and procedure for doing so- If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Liability for failure to stop payment of preauthorized transfer – If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. However, there are some exceptions as stated in the account opening agreement.

The Service's ability to process a stop payment request will depend on the payment method and whether or not the payment has cleared. The Service may not have a reasonable opportunity to act on any stop payment request after a payment has been submitted. If you desire to attempt to stop any payment that has already been submitted, you may contact Citizens Bank toll free @ (866) 413-8155. Although the Bank will make every effort to accommodate your request, the Bank will have no liability for failing to do so. The charge for each stop payment request will be the current charge for such service as set out in the applicable deposit account agreement.

Biller Limitation

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment account.

Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service.

Exception Payments

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are

scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

<u>Fees</u>

There is no fee to use Bill Pay. However, if you choose to use the expedited payment option (overnight mail) when paying a bill, you agree to pay the additional fee of \$32.95 and authorize the Service to deduct the calculated amount from your designated Payment.

PERSON-TO-PERSON (P2P)

Bank P2P Service Agreement and Terms of Use ("Terms of Use")

These Terms of Use set forth the terms and conditions under which the Service is offered. The Service allows a Sender to transfer funds to a Recipient through electronic means. These Terms of Use affect your rights, you should read them carefully.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Bank or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of your Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

Definitions

'Account' or **'Accounts'** refers to any accounts that may be debited or credited with funds under these Terms of Use.

'Recipient' means the person to whom the Sender transfers funds.

'Sender' is the Bank customer that transfers funds to another person through the Service.

'Service' means the P2P service that allows a Sender to send funds to Recipient.

'Service Provider' is the company that arranges for person-to-person payments to customers of any U.S. financial institution.

'Site' is the Service Provider's electronic location accessed by a user through a mobile phone, computer or other access device.

'Transfer' means an electronic movement of funds from an account at Bank to an account of another party by means of the Service.

'Transfer Instructions' are the information that you provide when using the Service.

'Us,' 'We,' and 'Our' means Bank.

'You' and **'Your'** mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

Description of Service and Consent

Bank customers may send one-time Transfers to Bank customers or to depositors of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile smart phone. The Service is accessed through the Bill Pay Menu of your Online Banking by choosing I Want to Pay a Person. You may register for the Service which will make future Transfers more convenient for you. To use this Service, you are providing information to our Service Provider from your mobile phone, desktop, laptop, or other computer. Service Provider is a vendor of Bank.

By participating in the Service, you are representing to the Bank that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Bank or its agent, regarding the Transfers and represent to the Bank that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

Eligibility

Individuals with a checking account at Bank are eligible to use this Service to send funds to a Recipient. Any individual with an account in the United States that may receive POS or ACH transactions may use this Service to receive funds that are transferred by the Sender. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. Bank does not knowingly collect any personal information from individuals under 18 years of age. Parent or legal guardian, do not allow your minor children to submit personal information without your permission. Parent or legal guardian should inform Bank if minor account holder is not to use the Service. By using the Site or the Service, you represent that you meet these requirements.

Transfers

You may make one-time Transfers by using Bank's mobile app. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's account. If the Sender and Recipient are both Bank customers enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender are both enrolled in the Service but are customers of different financial institutions, Transfers will be debited from the Sender's Account same business day and will be delivered to the Recipient's financial institution once claimed. Bank is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter

will help you identify your intended Recipient in the drop-down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter. Entering a Secret Word will help prevent funds getting to an unintended party if a mistake has been made when entering the recipient's e-mail or mobile number.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Bank or the third-party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize the Bank, directly or through third parties, to make any inquires considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize the Bank to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA.

Sender Acknowledgment

By using this Service, you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, go into P2P activity on the app and select that transfer and then select delete. If the transfer has already been accepted by the receiver, call the Bank immediately and we will attempt to assist you in recovery of your funds. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funded Transfers.

Recipient Acknowledgment

By using this Service, you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide debit card or your Bank account

information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be transferred through the Automated Clearing House.

It is important that you enter accurate information. You agree that Bank, the receiving financial institution and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using this Service, you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, Bank reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

Fees and Limitations on Transfers

You may transfer up to \$500 per transaction with a maximum of \$500 per business day. The Bank may establish limits on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account that is authorized to transfer funds. Such transfers may overdraft your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

Timing of Transfers

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

Issues Affecting the Posting of Transfers

You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Bank to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Bank nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

Cookies, Browser Information and Related Issues

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on Your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

Access to Information about You

You may review and update the personal information maintained about you in the "Settings" section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with the Bank, you may no longer send Transfers. However, your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

Amendments

Bank may amend these Terms of Use or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Bank may also provide you with an email notification of such amendments. The Bank may require you to affirmatively acknowledge or accept the revised Terms of Use in order to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

EXTERNAL TRANSFER OPTION (A2A)

Bank A2A Service Agreement and Terms of Use ("Terms of Use")

These Terms of Use set forth the terms and conditions under which the Service is offered. The Service allows a Sender to transfer funds to or from the Sender's account at another financial institution through electronic means. These Terms of Use affect your rights, you should read them carefully.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. BANK or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of your Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

Definitions

'ACH Network' means the funds transfer system, governed by the NACHA rules, that provides funds transfer services to participating financial institutions.

'Account to Account' or **'A2A'** service means the service that is eligible to be used within the Online Banking service to transfer funds to or form your accounts at other financial institutions.

'Business Day' means every day that is not a Saturday, Sunday, Federal Reserve Banking System or Bank holiday.

'Entry' is the transfer instruction that you initiate through the A2A service to request the Bank to originate a funds transfer from or to your Registered Account to or from an eligible Bank account on your behalf.

'You' and 'your' refers to the Bank customer who agrees to the terms and conditions of this Agreement.

'NACHA' means the National Automated Clearinghouse Association.

'NACHA Rules' means the operating rules of NACHA

'Registered Account' means Third Party Account that you have successfully enrolled in the A2A service.

'Third Party Account' means an account owned by you at another financial institution located in the United States.

Description of Service and Consent

The A2A service enables personal and business accountholders to request a transfer of funds through the Bill Pay section of the Bank customer's Online Banking site by choosing I Want to Transfer Between My Accounts. All requests must be made and are subject to the terms of your Online Banking Agreement, your applicable account agreements, this Agreement, and all other agreements with the Bank, each as in effect from time to time, the NACHA Rules, and applicable laws and regulations. Subject to applicable law and regulations, you acknowledge that you are responsible for all actions, including Entries that you authorize using the A2A service. You acknowledge that the purpose of the security procedures described on above, as applicable to A2A, is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between you and the Bank.

After agreeing to this Agreement and providing any additional information requested, you may enroll Third Party Accounts in the A2A service. You agree to provide true, accurate, current, and complete information about you and your Third Party Accounts and agree to not misrepresent your identity of any of your account information.

This Agreement hereby authorizes the Service to verify your Third Party Accounts through the use of any verification process it deems necessary at any time, including, without limitation, a trial transfer, in which one or more low value payments will be credited to the Third Party Account. In the event the Service does initiate such a trial transfer, you may then be asked by the Service to enter the amount of each transfer made into such Third Party Account into the A2A service to complete the set up your Third Party Account. It may take up to 1-2 days for the low value credits to be made to your Third Party Account.

Once the Service deems its verification processes to be successful, each verified Third Party Account will become a Registered Account.

Eligibility

Individuals with a checking account at Bank are eligible to use this Service to transfer funds to or from a Third Party Account. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. Bank does not knowingly collect any personal information from individuals under 18 years of age. Parent or legal guardian, do not allow your minor children to submit personal information without your permission. Parent or legal guardian should inform Bank if minor account holder is not to use the Service. By using the Site or the Service, you represent that you meet these requirements.

Authorization to Complete Funds Transfer

By logging into the Banks Online Banking service at citizensbankia.com with your user name, password, and any other security measures to request an Entry through the A2A service, you have authorized the Bank, including its employees, agents, and service providers, to initiate electronic debits and credits to and form your added Bank account and Registered Account in order to process the requested Entry. You also authorized the Bank to initiate electronic debits or credits to or from such Bank account or Registered Account in order to correct any error in a previous Entry or in the event that the Bank cannot complete a requested Entry. This authorization shall remain in place until you cancel the A2A service and the Bank has had a reasonable time to act upon your cancellation request.

In the event of an outstanding error or a transaction that has been returned (such as described below), you agree that the Bank retains the right to initiate Entries, even after your cancellation request, for a reasonable amount of time until the error has been corrected. If subsequent to the Bank's completion of an Entry, the funds transfer to or from the added Bank account or Registered Account to fund the transfer is not processed or is returned by the financial institution holding a Registered Account for any reason, the Bank is authorized to debit any account of yours to cover the transfer amount, including but not limited to any other Bank account, regardless of whether the Bank account was part of the Entry.

You represent to the Bank that you are the owner of all the Bank account(s) and the Registered Account(s) added to the A2A service and have all necessary authority and rights to register for the A2A service and to initiate an electronic funds transfer to and from such Bank accounts and Registered Accounts. The Bank and the financial institution(s) holding the Registered Account(s) may rely on the representations and authorizations provided in this Agreement without investigation. The Bank will ordinarily use ACH Network in order to initiate the Entries to and from your added Bank accounts and Registered Accounts to process an Entry.

Processing of A2A Transactions

If possible and commercially reasonable, the Service will process Entries received before 2:00 pm Central Time (CT) on the next Business Day after receipt. Entries that are received on a non-Business Day or after 2:00 pm CT on a Business Day will be processed the second Business Day after receipt. The Bank has no obligation to complete a requested Entry if: (i) the debit to the Registered Account to fund a transfer is not processed or is returned by the account holding financial institution for any reason; (ii) the requested Entry exceeds any dollar or frequency limitation placed on A2A Funds Transfers by the Bank; (iii) any restriction or limitations imposed by the financial institution holding the Registered Account(s); or (iv) there is an insufficient funds balance in your Registered Account to complete the Entry. The Bank is not responsible for actions taken by the financial institution that holds any Registered Account, and is not responsible if the financial institution does not properly credit the funds transfer to any Registered Account.

Fees and Limitations on Transfers

You may transfer up to \$500 per transaction with a maximum of \$500 per business day. The Bank may establish limits on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send or receive multiple Transfers each day. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Rejection of Entries

The Bank may reject any Entry which does not comply with the requirements of these terms and conditions. The Bank shall notify you by email, telephone, or writing of such rejections no later than the Business Day such Entry would otherwise have been transmitted by the Bank. Notices of rejection shall be effective when given. The Bank shall have not liability to you by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

Reliance on Customer Instructions

The Bank is not responsible for detecting any errors in an Entry that you request through the Service. You are responsible for the content of any Entry, and the Bank may rely upon the information provided when processing the Entry. The Bank may rely solely on the account numbers and bank identifying numbers provided to the Bank for identifying your Third Party Account(s) and financial institution(s), regardless of whether or not you also provide the name of the account holder or the name of the financial institution.

Cancellation of Requested Funds Transfer

You shall have no right to cancel or amend any Entry after its receipt by the Service. However, you may request a cancellation of an Entry that you have previously requested through the Service if the Entry has not been processed. To request a cancellation, use the cancellation feature of the A2A service. If such request complies with the security procedures previously described, the Service will take reasonable steps to act on your cancellation requests, but the Bank shall not be responsible if the Service is unable to cancel an Entry because the Service did not have sufficient time to act on the cancellation request or if such cancellation is not effected. You shall reimburse the Bank for any expenses, losses, or damages the Bank may incur in effecting or attempting to effect your request for the reversal of an Entry.

Amendments

Bank may amend these Terms of Use or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Bank may also provide you with an email notification of such amendments. The Bank may require you to affirmatively acknowledge or accept the revised Terms of Use in order to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.