

## The Citizens National Bank

### **TheCNB Online Banking (Internet) Agreement**

TheCNB Online Banking service is provided by The Citizens National Bank. This agreement between you and The Citizens National Bank governs your use of our Internet Banking services. The service permits our customers to perform a number of banking functions on accounts linked to the service through the use of a personal computer with a modem and an internet browser that can support SSL, 128 bit encryption through an Internet connection. In the agreement, "Customer", "You" and "Your" refers to the person subscribing to or using the Service. "Bank" and "We" refers to The Citizens National Bank. "Account" means your designated account at The Citizens National Bank pursuant to the Agreement. By subscribing to the Service you agree to the terms of the Agreement.

**PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.**

#### **Services**

You may obtain information such as account balances, transaction information, statements of your accounts, and check images. You may perform functions such as place stop payments and transfer funds between accounts. However, transfers from your savings and money market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations.

#### **Your Access ID and Password**

Each individual who has access to Online Banking, including each individual named on joint accounts, must designate a Access ID and a Password. Your Password must be a minimum of 8 characters, up to a maximum of 17 characters, which must consist of at least two (2) numeric characters, plus at least two (2) alpha characters (case sensitive). For example, your Password maybe: 123signup. You will be required to change your Password the first time you log on. You will also be required to change your Password at least every 6 months to enhance security. Neither The Citizens National Bank nor its service provider has access to this information. We will not contact you via telephone or via email requesting your Access ID or Password. If you are contacted by anyone requesting this information, please contact us immediately.

If you disclose your password to anyone, and/or if you allow someone to use your password to access your account, you are authorizing them to act on your behalf and you will be responsible for any use of the system by them.

For your protection, you should sign-off after every Internet banking session. However, in order to help prevent unauthorized access to your account(s) your online session will end automatically if we detect no activity for 15 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your Password. In addition, we will lock your account after three unsuccessful login attempts. To be enabled you will need to call 785-275-5009 during normal business hours.

#### **Schedule Transfers**

You may schedule transfers to be initiated on the current business day, on a future date, or on the same date of each month. Transfers can be processed only on business days. The cutoff time for all transfers is 6:00 p.m. CST. Any transfer initiated after 6:00 p.m. CST or on a non business day, will be posted on the next business day.

#### **Our Liability for Failure to Complete Transactions**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we might be liable for some of your losses or damages. However, there are some exceptions. We will not be liable for instance:

- a. if, through no fault of ours, you do not have enough money in your account to make the transfer;
- b. if the money in your account is subject to legal process or other encumbrances restricting transfer;
- c. if the transfer would go over the credit limit on your overdraft line (if any);
- d. if the automated teller machine or the merchant where you are making the transfer does not have enough cash;

- e. if the system was not working properly when you started the transfer;
- f. if circumstances beyond our control (such as fire or flood or systems failure) prevent the transfer, despite reasonable precautions that we have taken; or
- g. if the payee mishandles or delays handling payments sent by us.

## **Fees**

Fees for TheCNB Online service are payable in accordance with a schedule of charges as established and amended by The Citizens National Bank from time to time. Charges shall be automatically deducted from customer's Account. The Citizens National Bank shall provide to Customer a monthly notice of such debit(s) on your statement.

## **Equipment**

**You are solely responsible for the equipment (including, in the case of Online Banking, your personal computer and software) you use to access the Services. We are not responsible for errors or delays or your inability to access the Services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.**

## **Business Days/Hours of Operation**

Our business hours are 8:00 a.m. to 5:00 p.m. (CST), Monday through Friday, excluding Federal Holidays.

Although transfers can be processed only on business days, the Service is available 24 hours a day, seven days a week, except during maintenance periods.

## **Notice of Your Rights and Liabilities**

Security of your transactions is important to us. If you lose or forget your Access ID or password, please call (785) 275-5009 during normal business hours listed above. If at the time we are unable to take the call, please leave a message and we will return your call as soon as possible.

We may accept as authentic any instructions given to us through the use of your Access ID and Password. You agree to keep your Access ID and password secret and to notify us immediately if your Access ID or Password is lost or stolen or if you believe someone else has discovered your Access ID or Password. You agree that if you give your Access ID or Password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Services. Online Banking Services enables you to change your Password; we require that you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your Access ID or Password was used in connection with a particular transaction. If any unauthorized use of your Access ID or Password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

## **Unauthorized Transfers**

Tell us **AT ONCE** if you believe your Access ID or Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within four (4) business days, you can lose no more than \$50 if someone used your Access ID or Password without your permission. (If you believe your Access ID or Password has been lost or stolen, and you tell us within 4 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Access ID or Password without your permission). If you do NOT tell us within four (4) business days after you learn of the loss or theft of your Access ID or Password, and we can prove we could have stopped someone from using your Access ID or

Password without your permission if you had told us, you could lose as much as \$300. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented someone from taking the money if you had told us in time. If you believe your Access ID or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (785) 275-5009 during normal business hours listed above. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN ACCESS ID OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

### **Error and Questions**

In case of errors or questions about your electronic transactions, telephone us at (785) 275-5009 8:00 a.m. to 5:00 p.m. Monday through Friday, or contact us at:

The Citizens National Bank  
115 W 6th Street, PO Box 409  
Concordia KS 66901

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. 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. You will need to:

- a. tell us your name and Account number (if any);
- b. describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- c. tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days following the date you notified us. We will determine whether an error occurred within ten (10) business days (5 business days if involving a Visa transaction or twenty (20) business days if the transfer involved a new account) 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 (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (5 business days if involving a Visa transaction or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we determine there was no error, we will reverse the previously credited amount, if any, and we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

### **Disclosure of Account Information to Third Parties**

We may disclose information to third parties about your account or the transactions you make:

- a. where it is necessary for completing transactions or resolving errors involving the Services; or
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- c. in order to comply with government agency rules, court orders, or other applicable law; or
- d. to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- e. if you give us your permission.

### **Authorization to Obtain Information**

You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

### **Termination**

Termination will automatically occur if you do not access your account information at least once every 180 days. To keep your account active we recommend you access your internet banking account at least once a month.

If you want to terminate your access to TheCNB Online Banking Services, call us at (785) 275-5009 during normal business hours. After receipt of your call, we will send a written termination authorization for your signature and return to us. In order to avoid imposition of the next monthly fee, we must receive your written authorization to terminate three (3) days before your service charge is scheduled to assess. **RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICES. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, YOU MUST FOLLOW THE PROCEDURES IN CANCELING PAYMENTS.**

We reserve the right to terminate TheCNB Online Banking Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Access ID or Password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

### **Limitation of Liability**

**Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by TheCNB Online Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.**

**You are solely responsible for the maintenance, installations, and operation of your computer. With your acceptance below and your use of the service, you agree that we shall not be liable for any direct, indirect, incidental, or consequential costs, expenses, or any damages whatsoever (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from any errors or failures from any malfunction of your computer or any virus or computer problems that you may encounter related to the use of the service.**

### **Waivers**

No waiver of the terms of this Agreement will be effective, unless in writing and signed by the Vice President of Operations of The Citizens National Bank.

### **Assignment**

You may not transfer or assign your rights or duties under this Agreement.

### **Governing Law**

The laws of the state of Kansas shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

### **Amendments**

We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our Checking or Savings Account records, or e-mail address in which you authorized to receive such notices and/or disclosures.

### **Indemnification**

Customer, in consideration of being allowed access to TheCNB Online Services, agrees to indemnify and hold The Citizens National Bank harmless for any losses or damages resulting from the use of the Services, to the extent allowed by applicable law.

**Security Procedures**

By accessing TheCNB Online, you hereby acknowledge that you will be entering a protected web site owned by The Citizens National Bank, which may be used only for authorized purposes. The Citizens National Bank may monitor and audit usage of the System, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

**Electronic Delivery of Notices**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, any future disclosures required by law, including electronic funds transfer disclosure, may be made electronically by posting the notice on The Citizens National Bank and/or TheCNB Online Internet Banking web sites or by email. You agree to notify us immediately of any change in your email address.

I understand that I am the only individual authorized (under my specific Access ID and Password) to use Internet Banking and that use of the Internet Banking signifies agreement to the terms and conditions set forth in this OnLine Banking Internet Agreement which will be furnished to me.

I am an owner and/or authorized signer of the following account(s) numbers within an established portfolio that are to be included in the List of Accounts to be viewed through On-Line Banking (On-Line Banking allows access to accounts of which you may be listed as a "signer" and/or an "owner".)

\_\_\_\_\_  
\_\_\_\_\_

Signature(s) - The undersigned agree(s) to the terms stated in this Agreement and acknowledge(s) receipt of a completed copy on today's date.

Signed:

CUSTOMER:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

THE CITIZENS NATIONAL BANK

Name: \_\_\_\_\_ Date: \_\_\_\_\_