

Citizens Savings Bank

Online Banking Access Agreement And Electronic Funds Transfer Act Disclosure

RETAIN FOR YOUR RECORDS

Agreement. This Agreement, in addition to the Common Features, is a contract which establishes the rules which cover your electronic access to your accounts at Citizens Savings Bank ("Bank") through the Online Banking System ("System"). By using System, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts, as well as your other agreements with Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is subject to applicable federal laws and shall be governed and construed under the laws of the State of Iowa without giving effect to its conflict-of-law principles. Any disputes will be heard in a court of competent jurisdiction in the State of Iowa.

Definitions. As used in this Agreement, the words "we", "our", "us" and "Bank" mean Citizens Savings Bank. "You" and "your" refer to the accountholder authorized by Bank to use System under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through System. "Account" or "Accounts" means your accounts at Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your Accounts using System. "System Services" means the services provided pursuant to this Agreement. "Business days" means Monday through Friday, other than Holidays.

Continuation of Obligations. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

Access. To use System, you must have at least one Account at Bank, access to the Internet, and a valid e-mail address. Once we have received your Enrollment Form and verified your Account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned Access ID and temporary password.

Access IDs, along with System profiles, are registered to individual users and are not meant to be shared, even among joint Account owners. Each Account owner may enroll for his/her own System Access ID. If you give someone your Access ID and password, you are authorizing that person to use System, and you are responsible for all transactions the person performs under your Access ID. All transactions that person performs, including those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Accounts. System can be used to access only your Accounts on which you are an owner or designated signer. We undertake no obligation to monitor transactions through System to determine that they are made on behalf of the accountholder.

System Services. You can use System to check the balance of your Accounts, view Account histories, transfer funds between your Accounts, view check and deposit slip images, make loan payments and advances, change your e-mail address, set-up automated electronic notifications, and download Account statements. Balance and activity information as of the close of a business day are available at the start of the following business day, and may include transactions posted to your Account on the current Business day, including but not limited to in-branch deposits and withdrawals, telephone and online banking transfers and payments, and ATM, Debit Card and ACH activity.

Hours of Access. You can use System seven days a week, twenty-four hours a day, although some or all System services may not be available occasionally due to certain circumstances, including, but not limited to emergency or scheduled system maintenance, or interruption of data or communications circuits. We shall use our best efforts to post notice of any extended periods of non-availability on the System website. All transfers, loan advances, payments, ACH Transmissions, Wire Transfers, and EFT Payments made after the designated cut-off time will be processed on the next business day.

Passwords. For security purposes, to access your Accounts, you must enter your assigned Access ID and password. During the initial logon, you will be required to change the temporary password assigned by Bank to one of your choosing. You determine what password you will use, and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password, and you are responsible for all financial transactions performed using your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your login session will be locked out for fifteen (15) minutes. After that time, you may try again to enter a correct Access ID and password combination. Failure to enter your login information correctly will result in revoked access to System. To re-establish your authorization to use System, you must contact us to have your password reset or to obtain a new temporary password.

Minimum Password length is eight (8) characters, and must contain at least one (1) alpha, one (1) numeric character, one (1) upper case letter, one (1) lower case letter, and one (1) special character. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, etc., and should be memorized rather than written down.

In addition to passwords, separate security devices and/or procedures may be required to access System, including, but not limited to, (a) one-time-password generating devices ("Tokens"), (b) computer identification files ("Cookies"), and (c) security questions and answers. The requirements and use of these additional security measures will be determined by Bank.

Security. You understand the importance of your role in preventing misuse of your Accounts through System and you agree to promptly examine your paper or electronic statement for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of

your Account and Account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account. Your Access ID and password, along with your authentication image, authentication pass phrase, and security questions and/or computer recognition processes, are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via System is encrypted in an effort to provide transmission security and System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that data transfers utilizing System, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges. You agree to pay the fees and charges for your use of System services as set forth in the current Common Features. You agree that all such fees and charges will be deducted from the Account designated "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another Account as your Primary Checking Account. If you fail to designate a Primary Checking Account, we will apply any such fees to any Account on which you are an owner and that is subject to right of setoff. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement, such as those fees that are applicable under the deposit agreement for your Account. You are also responsible for telephone and Internet service fees you incur in connection with your use of System.

Posting of Transfers. Transfers initiated through System before 5:00 p.m. CST on a business day are posted to your Account the same day. Transfers completed after 5:00 p.m. CST on a business day, Saturday, Sunday or banking holiday will be posted on the next business day. You agree to communicate with any other persons with authorized access to your Accounts concerning any transfers, loan payments or loan advances from your Accounts in order to avoid overdrafts or exceed available credit limits.

Overdrafts (Order of Payments, Transfers, and other Withdrawals). If your Account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: (a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority; (b) Electronic fund transfers initiated through System which would result in an overdraft of your Account may, at our discretion, be cancelled; (c) In the event the electronic fund transfers initiated through System which would result in an overdraft of your Account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that Account.

Limits on Amounts and Frequency of System Transactions. The number of transfers from Accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those Accounts. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Confidentiality. We will disclose information to third parties about your Account or the transfers you make: (a) where it is necessary for completing transfers; or (b) in order to verify the existence and condition of your Account for a third party, such as a credit bureau

or merchant; or (c) in order to comply with government agency or court orders; or (d) if you give us written permission.

Periodic Statements. You will not receive a separate System statement. Transfers to and from your Accounts using System will appear on the respective periodic paper statements for Accounts.

Change in Terms. We may change any term of this Agreement at any time. If the change would result in increased fees for any System service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an Account or our electronic fund transfer system. We will post any required notice of the change in terms on the Bank System website or forward it to you by e-mail, online message or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject System services after such notification is provided indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers. Contact us, as noted in the section entitled "Communications Between Bank and You," as soon as you can if you think your paper or electronic statement is wrong, or if you need more information about a transfer listed on your paper or electronic statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared, or 60 days from which an electronic statement was made available to you. When you contact us: (a) Tell us your name and Account number, (b) describe the error or transfer 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 contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within 10 business days. We will communicate to you the results of our investigation within 10 business days (20 business days if related to 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 45 days (90 days if related to a new Account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 business days (20 business days if related to a new Account) 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. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not provisionally 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 (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your Account.

Limitation on Our Liability for Failure to Make a Transfer. 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 when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. 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 a transfer.
- (b) If a legal order directs us to prohibit withdrawals from the Account.
- (c) If your account is closed, or if it has been frozen.
- (d) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- (e) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- (f) If any electronic terminal, telecommunication device, or any part of System electronic fund transfer System is not working properly, and you knew about the problem when you started the transfer.
- (g) If you have not properly followed the on-screen instructions for using System.
- (h) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.
- (i) If the Bank determines that the recipient(s) or payee(s) are blocked by OFAC restrictions.

Your Liability for Unauthorized Transfers. CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your Accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your Accounts (plus your maximum overdraft line of credit, if any).

If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your Accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your paper or electronic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed or made available electronically to you, you may not get back any money you lost through transactions made after the 60 day time period 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 contacting us, we will extend the time periods.

Disclaimer of Warranty and Limitation of Liability. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the System services provided to you under this Agreement. We do not and cannot warrant that System will operate without errors, or that any or all System services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through System.

Your Right to Terminate. You may cancel your System service at any time by providing us with written notice by postal mail, fax or in person. Your access to System will be suspended

within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate. You agree that we can terminate or limit your access to System services, for any of the following reasons: (a) without prior notice, if you have insufficient funds in any one of your Accounts. System services may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits; (b) upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account; or (c) upon reasonable notice, for any other reason in our sole discretion.

Communications between Bank and You. Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- (a) E-mail - You can contact us by e-mail at info@bankingwithcsb.com;
- (b) Telephone - You can contact us by telephone at 563-562-3674;
- (c) Facsimile - You can contact us by fax at 563-562-3027;
- (d) Postal Mail - You can write to us at: Citizens Savings Bank, PO Box 7, Spillville Iowa, 52168, Attn: Online Banking Department;
- (e) In Person - You may visit us in person at any one of our locations.

Consent to Electronic Delivery of Notices. You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank System website, online message or by e-mail. You agree to notify us immediately of any change in your e-mail address.

Continuing Effect. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

Headings. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

Waiver. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

Assignment. You may not assign this Agreement.

Successors and Assigns. This Agreement is binding upon your heirs and Bank 's successors and assigns.

Entire Agreement. This Agreement, together with the Enrollment Form and Common Features, constitutes the entire agreement between you and Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Online Privacy Statement. Bank is committed to safeguarding information about our customers and does not collect identifying information about visitors to this website. Consumer visitors and customers using this website may be subject to both the Online Privacy Statement, which pertains to information that is collected when you visit or transact business on this website, and the Bank 's Privacy Notice, which explains Bank's policy

regarding consumer information applicable to our products and services in general. Please refer to Bank 's website (www.bankingwithcsb.com) for the Online Privacy Statement and Privacy Notice.

[Print Disclosure](#)