

Online Banking Agreement & Disclosure

This agreement provides information about the Online Banking Service of The Citizens State Bank (CSB), and contains the disclosures required by the Electronic Funds Transfer Act, as implemented by Regulation E (15 U.S.C. 1693, 12 C.F.R.205). For the purpose of this agreement, the words "You," "Your," and "Yours" refer to the holder of an account with The Citizens State Bank. The words "We," "Us," "Our," and "Bank" refer to The Citizens State Bank. The abbreviation "PIN" or word "code" means a personal identification number.

By using Online Banking, as defined below, you agree to be bound by the terms and conditions contained in this agreement. Online Banking transactions are additionally governed by any other separate agreement(s) you may have with The Citizens State Bank, including, but not limited to, the Account Signature Card, the Deposit Account Agreement, and the Fee Schedule.

Receipt of Disclosures

You understand that this agreement incorporates the initial disclosures that the Bank is required to provide to you under Regulation E. You agree to receive these initial disclosures in an electronic format (for example, by viewing them on your computer screen) and you have the ability to print or download this agreement if you wish to retain a copy of it. If you do not have the ability to print or download this agreement you should immediately request written disclosures by contacting us by any method listed at the end of this Agreement. You may request disclosures at any time.

Equipment Requirements

You are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access Online Banking. The Bank is not responsible for any computer virus or related problems that may be associated with your use of this service.

Internet Banking is optimized to use with certified/recommended operating systems. By using a different operating system, you may not be able to take full advantage of all the features within Internet Banking.

Definition of a Business Day

For determining the availability of deposits, every day is a business day, except Saturday, Sunday, and bank observed holidays.

Hours of Accessibility for Online Banking

You may use Online Banking virtually any time, day or night, 7 days a week. However, Online Banking may be temporarily unavailable due to record updating or technical difficulties. You may access your accounts by computer at www.thecsb.com registering using your social security number, personal password and your account number(s).

Services and Fees through Online Banking

Online Banking is a consumer electronic banking service provided by the Bank. You understand that if you wish to receive Internet banking services for any commercial accounts that you may have, you may have to complete the Cash Management Agreement related to those services and agree to be bound by its terms and conditions. You must have a CSB account to access the Online banking service. You may access Online Banking using a personal computer with access to the Bank's website on the Internet.

Online Banking allows you to:

- Transfer funds electronically ("transfers") between eligible accounts.
- Obtain account information, such as the balances, in your eligible accounts.
- Review your account history and find out what checks have cleared, and
- Access your designated deposit account to pay most bills ("Internet Bill Pay")

Collectively, these are referred to as "CSB Online" banking services.

There are no fees for accessing your account(s) through Online Banking; however, you are responsible for paying any fees associated with Online Banking and bill payment as outlined in the CSB documents as well as any additional fees that may be assessed by your Internet Service Provider and any telephone charges or fees incurred by accessing and utilizing Online Banking Services.

Security Procedures

The CSB will permit you to establish a personal password associated with Online Banking. The password is confidential and should not be disclosed to third parties. You are responsible for the safekeeping of your password. Once you have established such Password, CSB are entitled to act on instructions received through Online Banking under your Password without inquiring into the identity of the person using that Password, such as a joint owner or authorized signer, and any such instructions shall be effective and bind you, whether or not you actually sent them yourself or authorized someone else to do so.

Your CSB Online Banking password is used only for CSB Online Banking and bill payment transactions. You may be prompted from time to time to change your password for additional security. You may change your password at any time by selecting the Change Password option.

Under limited circumstances, you may be asked for your password from a bank employee researching an internet banking problem at your request. Once the problem has been resolved, you will be instructed to reset your password.

Online Banking also requires use of a One Time Passcode. Upon first login you will be required to set up phone numbers and/or an e-mail address to receive a One Time Passcode (OTP) as an added security step. If you choose to register your computer, you will not have to enter this code at each login. Should you choose to not register your computer or at any time delete your computers cookies and/or login from a new location, the OTP will be required at login.

You agree that the security procedure(s) described in this Agreement are commercially reasonable methods of providing security against unauthorized Online Banking transactions. You have freely and voluntarily chosen to execute transactions in your account(s) through Online Banking, even though the bank offers other means of executing such transactions that offer varying degrees of security. You assume all risks associated with these security procedures and all damages, costs, expenses, losses, and liabilities resulting from any failures of such procedures.

Liability for Unauthorized Use

You will notify us immediately if you believe that your Online Banking login information has become known to an unauthorized person or if someone has transferred money or made payments without your permission. You understand that calling us in such cases is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized transfer or bill payment may have occurred, we may require you to sign an affidavit verifying such occurrence.

You understand that you can lose all the money in your deposit accounts accessed through Online Banking if you do not inform us that your password has become known to an unauthorized person. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if an unauthorized person used your password to access Online Banking without your permission.

If you do not tell us within 2 business days after you learn that your password has become known to an unauthorized person, and we can prove that you could have stopped someone from using your password without

your permission if you had told us, you can be liable for as much as \$300.00.

If your statement shows electronic funds transfers that you did not make, including those made by card code or other means, you must notify us immediately. With respect to unauthorized electronic fund transfers made by means other than a machine readable instrument, such as ACH transactions, if you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your code has been lost or stolen or that someone transferred or may transfer money from your account without your permission, call or write to us at the telephone number or address set forth above. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

Liability for Failure to Make Transfers

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 will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If the money in your account is subject to legal process or other claim restricting such transfers.
3. If the transfer would go over the credit limit on your overdraft line.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

Limitations

Online Banking allows you to transfer funds to or from your CSB deposit accounts. Such transfers, referred to as "Electronic Funds Transfers", are subject to the provisions of the Electronic Funds Transfer Act (the "EFT Act"). The EFT Act provides you with certain rights and responsibilities with respect to the Electronic Funds Transfers. Before you complete your first transaction on Online Banking you must read this section for an explanation of your rights and responsibilities under the EFT Act.

Federal Reserve Board Regulation D, depositors are permitted to make no more than six (6) transfers or withdrawals from a savings or money market account per month (not counting ATM and teller transactions). Online Banking transfers count towards the six total permitted transfers or the number of withdrawals. If the number of transactions exceeds the six (6) transaction limit, CSB may charge you a fee for each transaction in excess of the legal limit, as agreed to in the Deposit Account Agreement received at account opening. If restrictions are exceeded, we may close or re-classify your savings or money market account. Further explanations of these restrictions are available from the Bank.

Shared Access Agreement

Granting Access to Other People (Shared Access)

As the authenticated primary user of online banking, you have the ability to entitle another person or persons (sub users) with access to your online banking site and with certain authorities with respect to your accounts. Shared Access includes view-only access, making transfers between designated accounts and initiating payments from designated accounts, granted individually or in combination. You have sole authority and control in sharing access with, managing and disabling sub users and/or their respective authority. You authorize us to act on transaction instructions initiated under the credentials of an authenticated sub user, just as if it was initiated under your credentials. When granting Shared Access, you assume total liability for any and all activities of a sub user with respect to your accounts, and you agree to hold us harmless in any claim you make against a sub user

for breach of your agreement with said sub user pursuant to Shared Access.

Business Online Banking

We allow businesses to register and use our online banking products. By registering for online banking, you are agreeing that you are an authorized user designated by the business to register and use The Bank's online banking.

Any Officer or Authorized Signer for the registered business (You) will have the authority to act on behalf of the company to manage all aspects of our online banking including but not limited to, resetting passwords, making bill payments, issuing stop payments, mobile banking and mobile deposit.

The Bank will not be liable if the company (You) does not notify us in the event of a change in Officers or Authorized signers to the company (You). The company (You) also understands that you will change security settings in the event of the removal of any Officer or Authorized signer including but not limited to, username, password, One Time Passcode number, email address etc.

The bank offers a Cash Management software for businesses, which handles multiple users and contains increased security. We may require you to use this service if we deem necessary.

Stop Payment Request

For your convenience, you may request a stop payment online at any time. Online stop payments are valid for 180 calendar days from the date the bank processes your online request. The applicable fee, per stop payment, will be automatically deducted from the affected account. Please refer to the bank's Schedule of Fees and Services governing your account to obtain the current Stop Payment Fee.

The following rules apply to stop payment requests:

- If you request a stop payment online during a bank business day prior to 4:30 p.m. CST, it will be processed that same day and be effective on that business day after a reasonable time for processing.
- If you request a stop payment online during a bank business day after 4:30 p.m. CST it will be processed the next bank business day and be effective on that business day after a reasonable time for processing.
- If your blank checks have been stolen, the account must be closed and stop payment cannot be requested.
- Complete all the information describing the item(s) accurately. The CSB agree to use its best efforts to place the stop payment request and assumes no responsibility if the description of the item(s) is inaccurate or incomplete.

By submitting this completed request, I certify that I am an authorized signer on the account which is tied to my Internet access number and agree to pay the Bank's standard stop payment fee for this service. I understand that the Bank must rely on the information provided to describe the item(s) with certainty, and that I must allow a reasonable time period for the Bank to receive and act on the order as stated above.

In consideration of the Bank's acceptance of my request, I hereby knowingly and voluntarily agree to defend, indemnify and hold forever harmless The Citizens State Bank, against any and all claims and demands whatsoever, in law or in equity, of whatever nature, including but not limited to reasonable attorney fees and costs of litigation incurred and paid or to be paid by The Citizens State Bank in connection to such claims and other costs incurred in connection therewith, for upon or by reason of any matter, cause of thing whatsoever, arising directly or indirectly, or in any manner related to this stop payment request, and the CSB's actions or inactions therefrom.

I agree with the terms above and authorize the Stop Payment Fee to be charged to my account.

Errors or Questions

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the methods listed at the end of this Agreement.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears. When notifying us of the error or question:

- Tell us your name and account number;
- Describe the error or the 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.
- Tell us the date and the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will determine whether an error occurred within 10 business days (20 business days if your account has been opened for 30 days or less) 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 your account has been open for 30 days or less) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if your account has been open 30 days or less) 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 you are a new customer, an account is considered a new account for 30 days after the first deposit is made.

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.

Account Information Disclosure

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

Documentation and Verification of Payments/Transfers

Confirmations: Upon Completion of an Online Banking transaction, a confirmation will be provided. We recommend that you print the transaction results for verification purposes. You should record this in your checkbook register as a permanent record of the transaction. This will help in resolving any problems that may occur.

Periodic Statements: Information concerning Online Banking transactions will be shown on your normal statement for the account to and from which transfers or payments are made.

Personal Money Management Tools

Personal Money Management tools are a service provided by our Third-Party Service Provider. As a financial institution we are not liable for loss of history information due to our third-party service provider changing management tools. The financial institution recommends that you maintain other forms of record keeping (i.e. check register or other software program.)

Other Conditions

You are responsible for complying with all terms of this agreement and the regulations governing the deposit accounts that you access through the Bank's Online Banking. We can terminate your Online banking privileges without notice to you if you do not pay any fee required in this agreement when due, or if you do not comply with this agreement. The regulations governing your deposit account are set forth in your account information disclosure, a copy of which is available from any of CSB's bank locations. You may terminate this agreement and your use of Online Banking services by notifying us by any of the methods listed at the end of this Agreement.

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the service is cancelled. Neither termination nor suspension shall affect your liability or obligations under this Agreement. All history will be deleted upon cancellation of the service, including payment history, payee information, eBill history and automatic payments, and may not be recovered.

We may terminate this agreement and your use of Online Banking services without notice if you do not log on for a period of more than 180 days. If this occurs, all history will be deleted (including account history, bill pay history, payee information, eBill history and automatic payments) and you will have to repeat the registration process for Online Banking services. We reserve the right to temporarily or permanently discontinue Online services at any time by mailing to you, at the address shown in our records, a notice stating the date termination will occur and that no transfers or orders payable to third parties via Online Banking will be honored if received the day of termination and thereafter. We will inform you of such termination in accordance with applicable law or regulation.

Notices

All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in the Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

Service Definitions

"Service" means the bill payment service offered by the Bank, through FIS (Metavante) Corporation. "Agreement" means these terms and conditions of the bill payment 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, Biller name, Biller account number, and Scheduled Payment Date).

"Funding Account" is the checking account from which bill payments and service fees will be auto debited. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

Payment Scheduling

The earliest possible Scheduled Payment 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 Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment 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 Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

The 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. Under certain circumstances, fees may be refunded if the error was on the part of our bill pay processor.

Payment Authorization and Payment Remittance

By providing the Service with 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 Funding Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Funding 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 one or more of the following circumstances:

1. If, through no fault of the Service, your Funding Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. 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;
3. You have not provided the Service with the correct Funding Account information, or the correct name, address, phone number, or account information for the Biller; and /or
4. 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, if the Service causes an incorrect amount of funds to be removed from your Funding Account or causes funds from your Funding 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 Funding Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Methods

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, and electronic to check payment.

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

The Service's ability to process a stop payment request will depend on the payment method and whether a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

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 changes 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.

Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

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.

Failed or Returned Transactions

In using the Service, you are requesting the Service to make payments for you from your Funding Account. If we are unable to complete the transaction for any reason associated with your Funding Account (for example, there are insufficient funds in your Funding Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
3. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you.

Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. 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.

Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service. Any changes in your Funding Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Funding Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

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 Funding Account. You may receive notification from the Service.

ELECTRONIC BILL PAYMENT AUTHORIZATION

I AUTHORIZE my financial institution to post payment transactions generated by phone and/or PC from the Bill Paying Service to the account indicated on the form being sent electronically. I understand that I am in full control of my account and that my 100% satisfaction is unconditionally guaranteed. If at any time I decide to discontinue service, I will provide written notification to my financial institution. My use of the Bill Paying Service signifies that I have read and accepted all terms and conditions of the Bill Paying Service.

I UNDERSTAND that payments may take up to 10 business days to reach the vendor and that they will be sent either electronically or by check. My financial institution is not liable for any service fees or late charges levied against me. I also understand that I am responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. After you login to Mobile Banking, you may apply for Mobile Deposit.

Eligible items. You agree to scan and deposit only checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will **NOT** use Mobile Deposit to deposit:

- Checks drawn on your account.
- Checks made payable to cash.
- Checks stamped with a "non-negotiable" watermark.
- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that are "stale dated" (more than six months old) or "postdated" (dated later than the actual date).
- Checks that have been previously negotiated.
- Checks that are incomplete.
- Savings Bonds, travelers checks, money orders, or postal money orders.
- Foreign Check issued by a financial institution in another country.

Requirements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. **Your endorsement must include your signature and "FOR MOBILE DEPOSIT ONLY".** Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees, and both payees must be authorized owners of the account. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original checks. Once your check image has been credited to your account, you must securely store the original check for ten (10) calendar days after transmission to us and make the original check accessible to us at our

request. Upon our request from time to time, you will deliver to us within 5 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after ten (10) calendar days and no later than fourteen (14) calendar days, you will destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. Proper destruction of the check will ensure that the check is not mistakenly re-deposited and account information remains secure. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

**** Contain representations, warranties and covenants that (i) the FI or the End User, as applicable, will comply with all applicable laws, rules, regulations and prevalent industry standards in their use of Digital Insight Applications incorporating Vertifi Software, including compliance with applicable requirements under state and federal laws and regulations related to data security and nonpublic personal information, as defined or used in such applicable law or regulation; and (ii) the FI will provide any and all necessary and appropriate notices and obtain all necessary and appropriate consents with respect to its customers and members.**

Mobile Deposit Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or

technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to your local branch.

Funds Availability. We generally apply the Funds Availability Schedule set forth in the Funds Availability Policy Disclosure located in the "Truth-In-Savings" booklet. Check images received through Remote Deposit are processed as if we had received the original paper check. However, we may delay availability of funds from any deposit you make through Mobile Deposit at any time in our sole discretion, including due to any concern we may have regarding our ability to collect based upon any check image that you present.

Business Days. Our business days are Monday through Friday, except holidays.

Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 620-241-3732 and with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight, Inc. and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight, Inc. (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

CONTACT INFORMATION

If you need assistance with Online Banking or Bill Payment, or if you need to communicate with us for any reason, as outlined in this Agreement or otherwise, you may:

1. Telephone us during normal business hours at 620-327-4941
2. Write to us at:

The Citizens State Bank
PO Box 1266
McPherson, KS 67460-1266

3. E-mail us at info@thecsb.com

*Please note that e-mail, in general, is not a secure means of communication. If the information you need to convey to the bank is of a sensitive nature (accounts numbers, Social Security Number, passwords or PINs), please contact us by phone, U.S. mail or come visit us in person at any of our CSB locations.