

## **Internet Banking Terms and Conditions**

### **The BankTime Anytime Service**

This agreement defines the terms and conditions with respect to the BankTime Anytime services

("BankTime Anytime ") to be provided by BankTime Anytime ("BANK"), as described from time to time in information distributed by BANK to its customers. In the agreement, "Customer" refers to the person(s) subscribing to or using BankTime Anytime, the Customer agrees as follows. You may use a Personal Computer ("PC"), an Internet connection, a user code and password to obtain account balances and transaction information. You may also use your PC to obtain statements on your accounts and to transfer money between your accounts. However, transfers from your Money Market account to another account or to third parties by preauthorized, automatic, mobile, or computer transfer are limited to six per statement cycle with no more than three by check, draft, or similar order to third parties. Transfers from a savings account to another account or to third parties by preauthorized, automatic, mobile, or computer transfer are limited to nine per quarter with no transfers by check, debit card, or similar order to third parties.

PLEASE READ THIS AGREEMENT CAREFULLY. WE SUGGEST THAT YOU PRINT IT AND KEEP A COPY FOR YOUR RECORDS. BEFORE COMPLETING THE INTERNET BANKING APPLICATION.

### **Your User Code and Password**

Each individual who has access to BankTime Anytime, including each individual named on joint accounts, must designate a password and assigned a user code. Individuals can only change user codes by contacting the Bank. Your password must be a minimum of 8 characters, up to a maximum of 17 characters, which must consist of 3 out of 4 requirements: one numeric character, one uppercase alpha, one lowercase alpha, or one special character. You should change your password periodically to enhance security. We reserve the right to require periodic password changes and establish limits on re-use of passwords.

### **Delivery of Your 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, subject to the restrictions in agreements between you and the BANK.

You can enter transfer information through BankTime Anytime twenty-four (24) hours a day, seven (7) days a week. Transfer of funds will be deducted from your account on the business day on which a transfer is to be "initiated." This date is referred to in this Agreement as the "Transaction Date." If you direct the initiation of a transfer to occur on a day other than a business day, it will be initiated on the following business day. Transfers must be scheduled by the normal cut-off time of 6:00 p.m. (CST) on any business day in order for the transaction to be completed on that business day.

### **Recurring Transfers**

Recurring transfers are those made for the same amount and are made on a weekly, bimonthly, monthly basis, etc. Once started, recurring transfers will be made automatically until you stop or cancel the transfer.

### **Stop Payments**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by: Calling us at the telephone number or writing us at the address listed in this agreement in time for us to receive your request 3 business days or more before the payment is scheduled is to be made. You can also submit a stop payment for checks only in BankTime Anytime. If you call, we also require you to put your request in writing and get it to us within 14 days after your call. Refer to the "Your Deposit Account" brochure for applicable fees.

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 may be liable for 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 automated teller machine where you are making the transfer does not have enough cash.
- c. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- d. If circumstances, beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- e. If the money in your account is subject to legal process or other encumbrances restricting transfers. There may be other exceptions stated in our agreement(s) with you.

### **Documentation**

All payments and transfers made with BankTime Anytime will appear on your monthly Account statement. The Payee name, payment amount, and the date of the transfer will be shown for each transfer made through BankTime Anytime during that month. If you have arranged to have direct deposits made into your account at least once every 60 days from the same person or company, you can call our Customer Service at (580)332-6100 or use BankTime Anytime to find out whether or not the deposit has been made.

### **Fees**

Fees for BankTime Anytime shall be payable in accordance with a schedule of charges as established and amended by BANK from time to time. If applicable, charges shall be automatically deducted from

Customer's Account, and BANK shall provide to Customer monthly notice of such debit(s) on the periodic statement. There is currently no fee for using BankTime Anytime. Any applicable fees for optional services such as bill payment will be disclosed when you register. If you register to use those services, all such fees will be fully disclosed for your review, acceptance, or refusal.

### **Equipment**

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

### **Business Days/Contact Hours**

Our contact hours are from 9:00 a.m. to 5:00 p.m. (CST), Monday through Friday, excluding bank holidays. Although payments and transfers can be completed only on business days, BankTime Anytime is available 24 hours a day, seven days a week, except during maintenance periods, for the scheduling of transfers.

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

Security of your transactions is important to us. Use of BankTime Anytime therefore requires a user code and password. If you lose or forget your user code or password, please call Customer Service at (580) 332-6100 during the normal business hours. We may accept as authentic any instructions given to us through the use of your user code or password. You agree to keep your user code and password secret and to notify us immediately if your user code or password is lost or stolen or if you believe someone else has discovered your user code or password. You agree that if you give your 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 BankTime Anytime. Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give him or her full use of your money. If you furnish your password and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. BankTime Anytime enables you to change your password; we urge you to 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 but are not obligated to (1) monitor and/or record all communications and activity related to BankTime Anytime; 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 user code or password was used in connection with a particular transaction. If any unauthorized use of your user code 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. WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN USER CODES OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL. Tell us AT ONCE if you believe your user code 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). If you tell us within 2 business days, you can lose no more than \$50. If you do NOT tell us within 2 business days after you learn of the loss or theft of your user code or password, and we can prove that we could have stopped someone from using your user code or password without your permission, if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 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 stopped someone from taking the money if you had told us in time.

If you believe your user code or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at the telephone number or write us at the address listed below.

## **Errors or Questions**

In Case of Errors or Questions About your Electronic Transfers, call us at the telephone number or write us at the address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. 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 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. We will determine whether an error occurred within 10 business days (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 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 10 business days (20 business days if the transfer involved 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 within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before the account is opened. 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.

Business Days: Monday through Friday, 9:00 a.m. to 5:00 p.m.

Excluding Federal Holidays

Citizens Bank of Ada

123 W. 12TH ST.

Ada, OK 74820

(580)332-6100

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

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

1. to complete a transaction; or b. to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or c. to comply with government agency or court orders; 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. to others upon your request or authorization; normally by written permission.

#### **Authorization to Obtain Information**

You agree that we may verify credit and employment history by any necessary means, including the preparation of a credit report by a credit reporting agency.

#### **Termination**

If you want to terminate your access to BankTime Anytime, please call Customer Service. After satisfactorily identifying you, or upon receipt of your written termination, we will comply with your request. We reserve the right to terminate your access to BankTime Anytime, 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 BankTime Anytime in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of the system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your user code or password as an indication of an attempted security breach. Termination of BankTime Anytime does not affect your obligations under this Agreement with respect to occurrences before termination or cooperation after 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 BankTime Anytime or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

#### **Assignment**

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

**Governing Law**

The laws of the state of Oklahoma shall govern this Agreement and all transactions hereunder, without giving effect to any conflict of laws, rule or principle that might result in the application of the laws of another jurisdiction. 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 and 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 that 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 Checking or Savings Accounts records, or e-mail address in which you authorized the BANK to send such notices and/or disclosures.

**Indemnification**

Customer, in consideration of being allowed access to BankTime Anytime, agrees to indemnify and hold the BANK harmless for any losses or damages to the BANK resulting from the use of BankTime Anytime, to the extent allowed by applicable law.

**Security Procedures**

By accessing BankTime Anytime, you hereby acknowledge that you will be entering a protected web site owned by the BANK, which may be used only for authorized purposes. The BANK may monitor and audit usage of the System, and all persons are hereby notified that misuse of BankTime Anytime constitutes a criminal offense punishable under law and is subject to prosecution.

**Fee Schedule**

Refer to the Consumer Deposit Account Agreement and Disclosures or the Non-personal Deposit Account Agreement and disclosures.