



Online and Mobile Banking  
Terms and Conditions

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## **1. SCOPE OF AGREEMENT**

This Online and Mobile Banking Terms and Conditions (the "Agreement") applies to electronic banking service and Mobile Deposit Service ("MD Service") you receive from Citizens Access (collectively the "Online Service"). The Online Service is provided by Citizens Access (the "Bank"). This Agreement is provided to you in accordance with federal and state law requirements. Read this Agreement carefully to understand how the Online Service works, and your rights and obligations if you use the Online Service.

In this Agreement, "we", "us" and "our" mean the Bank; and "you" and "your" means each person, or, if applicable, the entity who is an owner, signer, or has unrestricted withdrawal rights of a Deposit Account or, as applicable, each person that uses the Online Service with your permission.

When your Online Service is linked to one or more joint accounts, we may act on the oral, written or electronic instructions of any account owner regarding your service for those accounts. Each person on a joint account will be liable for all transactions that are made on that account by all other joint account holders of the account. Notices sent to one account owner are binding on all account owners.

We recommend that you print or store a copy of this Agreement for your records. You may also review this Agreement from time to time, and at your convenience on our website at [www.citizensaccess.com](http://www.citizensaccess.com).

## **2. CONSENT TO PHONE/ELECTRONIC COMMUNICATIONS**

As provided more fully in the E-Sign Consent you agreed to concurrently with enrollment in the Online Service, you agree to receive this Agreement, any and all disclosures or notices required by Applicable Law and all other communications, electronically to the e-mail address you designate in your profile. You also agree that we may respond to any communication you send to us with an electronic communication, regardless of whether your original communication to us was an electronic communication.

Any electronic communication we send to you will be considered received within **three (3)** calendar days of the date sent by us to the e-mail address you designate in your profile, or posted within your Online Service under the Communications tab regardless of whether you log on to the Online Service within that time frame. To the extent permissible under Applicable Law, any electronic communication you send to us will not be effective until we receive and have had a reasonable opportunity to act on such e-mail message. You should not rely on e-mail if you need to communicate with us on an immediate basis. We, therefore, strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized transfers or errors, or requests for stop payments) to us by calling us at 1-888-201-6505. We may, however, require you to provide us with written confirmation of any verbal or electronic stop payment request or notice of alleged error.

You authorize us (and our affiliates, agents and contractors) to contact you at any number you provide to us, from which you call us, or at which we believe we can reach you, and that we may contact you for any reason, including regarding any request you make for a loan or other product, to service or collect on every account you currently have with us or may have with us in the future and regarding any other products or services we are providing to you or which we provide to you in the future. You authorize us to contact you in any manner, including by means of automated dialing devices, prerecorded messages, wireless push notifications, or text messages, even if you are charged for receiving the communication and even if you will receive the communication on a mobile or wireless device. You agree that such calls are not unsolicited and that we may monitor and/or record them.

## **3. E-MAIL USE**

When you enroll in the Online Service, you will have access to our secure message system. You must designate a primary e-mail address during enrollment which will be used for receiving communications. We may, if you use our Alerts feature or to verify a request made by you via the Online Service, send account information to the e-mail address(es) you designate. Sensitive information such as account numbers will be only partially shown (masked). Other than Alerts and verification e-mails, we will not send to you, and we strongly suggest that you do not send to us, any confidential information about your

deposit and credit accounts via the Internet as it is not necessarily secure. You and we may exchange secure messages within the Online Service.

We will not send you e-mail requesting confidential information such as account numbers, PINs, or passwords. If you receive such an e-mail purportedly from us, do not respond to the e-mail and notify us by calling 1-888-201-6505 or forwarding (including header information) the e-mail to

[abuse@citizensaccess.com](mailto:abuse@citizensaccess.com).

#### **4. AGREEMENT AND ACKNOWLEDGMENT**

By using, or authorizing others to use, the Online Service, you acknowledge you have received, understand, and agree to the terms of this Agreement, all agreements incorporated herein, and all agreements that govern your account with us. The Online Service is also subject to federal law and, to the extent not preempted by federal law, the law of the state of Rhode Island ("Applicable Law"). These Agreements may be amended from time to time and we will provide notice of such changes to you as may be required by Applicable Law.

#### **5. DEFINITIONS**

The following definitions govern the terms of this Agreement:

- **"Account" or "Bank Account"** refers to any Deposit Account(s) you may have with us.
- **"Business Day"** means every day except Saturdays and Sundays and federal holidays.
- **"Deposit Account"** means any personal Savings, or Certificate of Deposit account you maintain with us.
- **"Deposit Account Agreement"** means your Citizens Access Deposit Account Agreement.
- **"Eligible/Linked Account"** means any personal Account on which you are an owner, account holder or have withdrawal rights that are included in your Online Service profile. You may have Accounts that are not included in your profile or that are linked to your profile but are not eligible for all functions or services based on account type or designation as personal.
- **"Transfer Cutoff Time"** is the time by which you must transmit Transfer Instructions in order for such transfer to be considered entered on that particular Business Day.
  - For Transfers outside the Bank, the transfer cutoff time means 8:00 p.m. Eastern Time on any Business Day and is the time by which you must transmit Transfer Instructions in order for such transfer to be considered entered on that particular Business Day.
- **"Transfer Instructions"** means the information provided by you to the Online Service for a funds transfer between your Eligible/Linked Accounts.
- **"Internal Transfers"** means transferring funds between your Citizens Access accounts.
- **"External Transfers"** means transferring funds between your Deposit Accounts with the Bank and certain accounts you own at other financial institutions. An "Incoming Transfer" moves funds into your Deposit Account with the Bank from an account outside the Bank. An "Outgoing Transfer" moves funds from your Deposit Account with the Bank to an account you own outside the Bank.
- **"Standard Transfers"** means transfers that will be completed on the following Business Day.
- **"In Process"** means that transfers have been scheduled and are being moved. These transfers cannot be cancelled. No changes may be made to these transfers.

#### **6. SECURITY AND PROTECTING YOUR ACCOUNT**

We are committed to protecting the security and confidentiality of your information and your Bank Account(s). We use sophisticated technology in the ongoing development of the Online Service to enhance this security. We use several different security methods to protect your Account information:

- You can only access the Online Service with certain browsers with high security standards.
- If we do not recognize your computer, we will send you a one-time authentication code asking to verify identity.
- The Online Service will automatically log off after prolonged periods of inactivity.

- Your session will be terminated if you navigate from the Online Service or any linked service to another web site.
- We cannot take responsibility for the content, privacy policies, or practices of third party sites that may be accessed through the Online Service.

## 7. ENROLLING IN AND USE OF ONLINE SERVICE

The Online Service is available by clicking on the Online Banking login at [www.citizensaccess.com](http://www.citizensaccess.com).

**During enrollment, you will be asked to set up your online credentials. You will be prompted to provide the following:**

- **a User ID which must be between 8 and 20 characters;**
- **a Password of between 8 and 64 characters which is case sensitive, and allows the use of spaces.**

## 8. YOUR USER ID, PASSWORD, AND PERSONAL PIN

You should use care when choosing your User ID, Password, and Personal PIN. We recommend that you avoid easily guessed words and numbers, such as family member names or telephone numbers. Your User ID, Password, and Personal PIN are exclusively for your use or, the use of those authorized by you. You agree to take reasonable precautions to safeguard your User ID, Password, and Personal PIN. You also agree to never leave your computer unattended while using the Online Service and always exit the Online Service by clicking on “sign out” located in the upper right portion of the screen after using the Online Service.

You may change your User ID, Password, and Personal PIN at any time via the My Profile section of the Online Service.

Your User ID and Password identify and authenticate you to us when you use the Online Service. You authorize us to rely on your User ID and Password to identify you when you use the Online Service, and as signature authorization for any transfer or payment made using the Online Service.

You acknowledge and agree that you are responsible for all transfers you make using the Online Service and for paying any and all third party late charges or penalties. You also acknowledge and agree that, if you permit a third party to use the Online Service and/or share your User ID, Password, and/or Personal PIN, you are responsible for any transfer that third party makes from your Account, even if that third party exceeds your authorization, and for any other issues that arise with respect to your Account and/or information contained in your Account, by virtue of the fact that you shared your User ID, Password, and/or Personal PIN. You agree that we may comply with Transfer Instructions entered by any third party using your User ID, Password, and/or Personal PIN, subject to the terms set forth more fully below in the Unauthorized Use section of this Agreement.

## 9. PERMISSIBLE ACTIVITIES FOR BANK ACCOUNTS

You may perform the following activities with the Online Service:

- **Account Inquiry.** You may get Account information (such as balances) and view up to **7 years** of transactions for Accounts. Availability to review Accounts may be limited by Account type.
- **Alerts.** You may set alert messages for certain circumstances. An e-mail notification will be sent to the e-mail addresses you provided. You can update your e-mail address at anytime in the **My Profile** section of the Online Service. You understand that you are responsible for the accuracy of the e-mail addresses you provide. Examples of alert notifications are if a deposit or withdrawal is greater than a specified threshold.
- **Statements.** You will have access to up to **7 years** of Account statements through the Online Service.
- **Notices & Documents.** You will have access to notices through the Online Service. Notices may include CD Maturity Notices and Notices of Returned Transfers.

- **Transferring Funds.** You may transfer funds between Eligible Deposit Accounts.

## 10. TRANSFERRING FUNDS

Transfers must be made in accordance with the terms of this and any other applicable Account agreements. The transfer feature described here applies only to transfers initiated through the Online Service.

### (i) Types of Internal Transfers; Posting (This does not include External Transfers)

Subject to some limitations based on Account type, funds may be transferred between your Eligible Linked Savings Accounts using the Transfer Funds pages. Unless you designate a future date on which a transfer should be made, funds will be transferred promptly after you complete and submit the Transfer Instructions online.

### Modifying or Reversing a Transfer Initiated Through the Online Service.

With the exception of future dated transfers, you may not delete or modify a one-time transfer once you have completed and submitted the Transfer Instructions online. You may reverse the transaction by transferring the funds back to the Account from which it was moved. Future dated or recurring transfers may be modified or deleted using **Edit or Delete** on the **Manage Future Transfers** screen within the Online Service. Pending transfers may be deleted or modified up to one calendar day from the date they are scheduled to occur. The bank is unable to modify a recurring transfer for you, but can modify a one-time future dated transfer. For assistance in deleting a transfer, please call 888-201-6505.

### (ii) Transfers Outside the Bank to Accounts You Own

Within Online Banking you may sign up for the option of transferring funds between your Eligible Linked Savings Accounts with the Bank and certain deposit or investment accounts at other financial institutions (International Transfers are not supported). You will need to link and verify each of your non-Citizens Access Accounts that you wish to use for these transfers. You agree that you will only attempt to set up and verify accounts for which you have the authority to transfer funds.

- **Incoming Transfers.** Funds will be debited from your account outside the Bank on the date you selected or the system adjusted date for the transfer, and will be credited to your Account with the Bank on the next business day if received prior to 8:00PM ET.
  - When scheduling a future dated or recurring transfer from your external account to your Account with the Bank all transactions will be processed with the Standard delivery timeframe.
- **Outgoing Transfers.** Funds will be debited from your Account with the Bank the day of the scheduled transfer. Funds will be credited to your account outside the Bank **on next business day**
- External Transfers can be initiated on either a one-time or recurring basis. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from an account you own at another financial institution to your Citizens Access Account occurring every 2 weeks. All scheduled transfers will occur with standard delivery.
- One-time future-dated or recurring transfers scheduled for a weekend or a non-business day will be processed on the next business day.
- Future-dated and recurring transfers can be canceled prior to **8:00PM ET** on the business day prior to the date the transfer is scheduled to be made. However, if the transfer's status is In Process or Processed, you can no longer cancel it.

**External Transfers to accounts you own are subject to the following qualifications:**

#### a) External Transfers are subject to the following dollar limits:

##### Standard Transfers:

Incoming/Outgoing Transfers per Business Day or Total In Process Funds: \$250,000

Incoming/Outgoing Transfers per 30 Calendar Day Rolling Period Processed Total:  
\$1,000,000

**b) Transfer Limits For All Customers**

- The above limits apply to the total of all External Transfers for all accounts. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. A transfer remains In Process until fully processed.
- External Transfers are available to all customers, but you agree we may cancel, without prior notice, upon the occurrence of a "Disqualifying Event," as defined below.
- We may change your dollar limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits stated above without prior notice upon occurrence of a Disqualifying Event.
- Each of the following is a "Disqualifying Event":
  - You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Citizens Access Account-
  - Any of your accounts with Citizens Access are not current or are not in good standing.
- Processing of External Transfers
  - Once a transfer is scheduled, your transfer will be reviewed as part of our fraud prevention process, and may be held until further confirmation is received by you. If necessary, we will make attempts to confirm the transfer with you either by telephone or e-mail. You agree to respond to us at your earliest convenience to avoid any delays of your transfer processing.
- **Transaction Processing for External Transfers.** Citizens Access shall process Entries on your behalf, including by transmittal through an automated clearing house ("ACH") and therefore you agree to abide by all applicable laws of any such clearing house and all applicable rules of the National Automated Clearing House Association ("NACHA ") and the applicable automated clearing house (collectively, the "Rules") Citizens Access can reject a transfer if it is not in compliance with all applicable rules.
  - You shall be solely responsible for the accuracy and completeness of Transfer Instructions transmitted to Citizens Access. Citizens Access shall not be responsible for any errors in the Instructions or requests for cancellation or amendment of Instructions transmitted to Citizens Access by you, and your sole recourse for erroneous or unauthorized Entries or Instructions received by Citizens Access from a third party processor acting on behalf of you is against such third-party processor and not against Citizens Access.
  - Please be advised all funds transfers are subject to your financial institution's rules and regulations governing your accounts. Citizens Access is not liable or responsible for any costs or losses incurred as a result of the funds transfer requests from and to such accounts submitted by you.
  - Settlement for Entries will occur as provided in the Rules, except that Citizens Access may, upon notice, require Settlement prior to processing. Payment of a Credit Entry by the Receiving Depository Financial Institution to the Receiver shall be provisional until receipt by the Receiving Depository Financial Institution of final Settlement for such Entry. You acknowledge that, if such final Settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry.
  - If an Entry describes the Receiver inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named Receiver. In addition, if an Entry describes the Receiving Depository Financial Institution inconsistently by name and identification number or routing number, payment may be made on the basis of the identification number or routing number even if it identifies a financial institution other than the named Receiving Depository Financial Institution.

- If you transmit an Entry that instructs Citizens Access to debit or credit an account at a financial institution that does not participate in an ACH association, Citizens Access may reject such Entry and use reasonable efforts to notify you of such rejection.
- You agree to maintain sufficient collected balances in your Account to cover your transfer obligations for all Entries transmitted to Citizens Access. You authorize Citizens Access to obtain payment of any amount due Citizens Access with respect to any of the Entries by debiting, without prior notice or demand, the Account or any other account maintained by you at Citizens Access or, to the extent permitted by applicable law, any of its affiliate banks. Entries requiring payments in excess of the collected balances available in the Account may be returned unprocessed by Citizens Access, provided that Citizens Access may, in its discretion, debit other accounts maintained by you at Citizens Access in order to complete the Entry. You shall fund the Account with collected funds on or prior to any applicable Settlement Date, or, if so notified by Citizens Access, on or prior to the date any Entries are to be processed. In the event that there are not sufficient collected funds in the Account to cover all Entries transmitted to Citizens Access by you, such Entries will be completed in the order determined by Citizens Access. If you fail to fund the Account as required, then Citizens Access may refuse to provide External Transfers to you.
- With respect to Credit Entries, you agree that Citizens Access may place a hold on funds in the amount of the Entry between the time the Entry is transmitted to Citizens Access and the time the transfer is completed.
- With respect to Debit Entries, you agree that Citizens Access may place a hold on amounts credited to the Account between the time the amount is credited and the time the credit becomes final and irrevocable. Citizens Access requires you to fund the Account in advance of a Settlement Date in an amount sufficient to cover all Entries scheduled to be settled on such date.
- Periodic Statements. External Transfer Entries processed will be reflected in periodic statements issued by Citizens Access. You must notify Citizens Access promptly of any discrepancy between your records and the information reflected in such periodic statements. If you fail to notify Citizens Access of any such discrepancy within the time period set forth in the Account Agreements, you may be precluded from asserting the discrepancy against Citizens Access.

**(iii) How are recurring transfer frequencies scheduled?**

Weekly	Transfers occur every 7 days beginning with the first transfer date specified.
Every two weeks	Transfers occur every 14 days, or every other week, beginning with the first transfer date specified.
1st and 15 <sup>th</sup> of each month	Transfers occur on the first transfer date specified and then again every 15 days after the first transfer date.
Monthly	Transfers occur on the same calendar day of every month, beginning with the first transfer date specified.
Every two months	Transfers occur on the same calendar date every other month beginning with the first transfer date specified.
Quarterly	Transfers occur on the same calendar date every 3 months beginning with the first transfer date specified.
Every four months	Transfers occur on the same calendar date every 4 months beginning with the first transfer date specified.
Twice a year	Transfers occur on the same calendar date every 6 months beginning with the first transfer date specified.

Note: If the recurring transfer is scheduled on a Saturday, Sunday, or bank holiday, the transfer will be processed on the following business day.

## **11. ADDITIONAL INFORMATION**

Any documentation provided to you which indicates that an electronic fund transfer was made will be admissible as evidence of the transfer and will constitute prima facie proof that the transfer was made. The initiation by you of certain electronic fund transfers from your Account will effectively eliminate your ability to stop payment of the transfer. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

## **12. RESTRICTIONS ON TRANSFERS FROM YOUR SAVINGS ACCOUNTS**

Your ability to transfer funds from or between certain of your Accounts with the Online Service may be limited, as more fully described in your Deposit Account Agreement. Federal regulations limit your ability to make transfers from your Savings Accounts to one of your other Accounts or to third parties by preauthorized, automatic, personal computer, including online banking, to six (6) per monthly statement cycle for Saving Accounts. Transfers made using the Online Service are subject to these limitations. If you exceed these limits a total of three (3) times during a span of twelve (12) consecutive statement cycles, we have the right to close your account. We may however, close your account sooner if you significantly exceed these transfer limits in any one month.

## **13. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

In order that your privacy may be protected, we will not disclose any information to third parties about you, including e-mail addresses, or your Accounts or the transfers you make, except in the situations noted below. We will disclose such information:

- where it is necessary for completing transfers, or to resolve a problem related to a transfer;
- in order to verify the condition and existence of your Accounts for a third party, such as a credit bureau or merchant;
- to persons authorized by law in the course of their official duties;
- to a consumer reporting agency as defined by Applicable Law;
- in order to comply with government agency or court orders, such as a lawful subpoena;
- to third parties that assist us in marketing products and services or other financial institutions with which we have joint marketing agreements to enhance our financial product or service offerings;
- to our employees, auditors, service providers, attorneys or collection agents in the course of their duties;
- as disclosed in our Privacy Policy; or
- if you give us your written permission (including e-mail).

## **14. INSUFFICIENT FUNDS TO COMPLETE TRANSFER**

You must have available funds in your Account on the date that your transfer will be made and your Account will be debited. If a Bank Account has insufficient funds, the transaction may not be completed.

## **15. OUR LIABILITY FOR FAILURE TO TRANSFER FUNDS**

If we do not complete a transfer to or from your Account on time or in the correct amount in accordance with your Transfer Instructions, we will be liable for your losses or damages, with exception. We will not be liable, for instance, if:

- You did not properly follow the provisions of this Agreement, the online instructions for the Online Service, or other instructions for making a transfer;
- Through no fault of ours, you do not have enough funds in your Account(s) to make a transfer;
- Your computer, the software, phone lines, our computer systems or the Online Service were not working properly or were temporarily unavailable, and this problem was apparent to you when you attempted the transfer or you were advised by the Online Service about the malfunction before you executed the transaction;

- Circumstances beyond our control prevented the transfer, despite reasonable precautions that we have taken, include telecommunication outages, postal strikes, fires, floods or other natural disasters;
- We have paid funds from, or placed a "hold" on funds in your Account or remitted funds to another party, pursuant to reasonable business procedures, or in compliance with legal processes such as a garnishment, tax levy or court order;
- We have received incomplete or inaccurate information from you or a third party involving the Account or a transfer;
- We have reasonable basis to believe that unauthorized use of your Online User ID, Password or Account has occurred or may be occurring;
- We or you have terminated your Online Service or closed your Account to which the Online User ID was linked;
- You have supplied your login information to another party;
- For any other reason specified in this Agreement or any other agreement we have with you.

If your profile or one of the funding accounts is inactivated or frozen, any pending transfers will be cancelled. If you are reactivated at any time, these transfers have been cancelled and will never process.

Unless otherwise required by Applicable Law, we will not be liable to you under any circumstances for special, indirect or consequential damages, including without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.

## **16. CONSUMER BANK ACCOUNTS - UNAUTHORIZED USE**

### **CONTACT US IN THE EVENT OF UNAUTHORIZED USE**

If you believe your User ID or Password has become known or has been used (or may be used) without your permission, call Citizens Access immediately at 888-201-6505.

Tell us immediately if you believe your Online User ID or Password, or both, has been lost, stolen, or used (or may be used) without your permission. Calling us at (888) 201-6505 is the best way of keeping possible losses to a minimum. You could lose all of the money in your Account. If you notify us within two (2) Business Days after you discover your Online User ID, Password or other means of access to your Account has been lost or stolen, you can lose no more than \$50 if someone used your Online User ID or Password without permission.

If you do NOT notify us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Online User ID, Password or other means to access your Account if you had notified us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by User ID, Password, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement containing the unauthorized activity was sent to you, you may not get back any money you lost after the 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.

**In Case of Errors or Questions About Your Electronic Transfers** please telephone us at 888-201-6505, send us a secure message through our secure online banking portal or write us at Citizens Access, PO Box 2005, Cranberry TWP., PA 16066 as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number (if any).

- Describe the error or the transfer you are unsure about, and explain it 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 and, if possible, the date it appeared on your statement or receipt.
- It will be helpful to us if you also give us a telephone number at which you can be reached in case we need further information.
- 

If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after you have notified us. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to investigate your complaint or question following the date you notified us. If we decide to do this, we will credit your account within ten (10) Business Days 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 ten (10) Business Days, we may not credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error for electronic transfers occurring during the first 30 days after the first deposit is made to your account.

We will provide you the results within three (3) Business Days after completing our investigation. If it is determined that there was no error we will mail you a written explanation. You may ask for copies of documents used in our investigation. We may revoke any credit provided to you if we find an error did not occur.

## **17. RELATED AGREEMENTS**

Your Accounts linked to the Online Service will also be governed by the agreements, disclosures and other documents provided to you in connection with the opening of your Account(s), as they may be amended from time to time. Except in the case of your [Deposit Account Agreement](#) with us and the accompanying Features Guide, if any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency.

## **18. TERMINATING THE ONLINE SERVICE**

We reserve the right to terminate your use of the Online Service for any reason including inactivity and at any time without notifying you. You have the right to terminate your use of the Online Service by calling us at (888) 201-6505 at any time during our normal business hours. If you call, we may require you to put your request in writing and get it to us within 10 days after you call.

Any termination of your use of the Online Service, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of such termination.

## **19. MOBILE DEPOSIT SERVICE**

By accepting the Agreement and accessing the Online Service, you also agree to terms and conditions for the Mobile Deposit Service (the "MD Service") provided by Citizens Access. Before you can enroll in and have access to the MD Service, you must be enrolled in the Online Service and E-Sign Consent. Other agreements you have entered into with the Bank in connection with your Citizens Access Account(s) and other services, including but not limited to, as applicable, your Deposit Account Agreement (including the Arbitration Agreement), Privacy Notice, Privacy Policy, and applicable Features Guide(s) (collectively, the "Account Agreements") are incorporated by reference and made a part of the Agreement. Terms not otherwise defined in the Agreement shall have the definition ascribed to those terms in the Account Agreements. In the event of a conflict between the Agreement, and the Account Agreement, the Agreement will govern.

- **MD Service.** The MD Service allows you to make mobile deposits (each such deposit a "Mobile Deposit" and collectively "Mobile Deposits") to your Savings Accounts from home, office, or other

remote locations by using a mobile device to capture Images of paper checks and transmitting the Images and associated deposit information to the Bank or the Bank's designated processor ("Processor"). You acknowledge and agree that a Mobile Deposit made by you using the MD Service is not an "Electronic Fund Transfer" as that term is defined in Regulation E promulgated by the Consumer Financial Protection Bureau. The terms "Bank" and "Processor" are used interchangeably when used in relation to any MD Services performed by a Processor on behalf of the Bank including, but not limited to, the receipt and processing of Images and check data and any notices related thereto. The mobile device must capture an Image of the front and back of each check (as herein defined) to be deposited (each an "Image" and, if more than one, "Images") in accordance with the Mobile Deposit Procedures outlined in the Agreement (the "Procedures"). After capture of the front and back Images and all other required data and information from the paper check, you will transmit, via the Internet, the Mobile Deposit containing the Image and all other required data and information from or pertaining to the check to the Bank or Processor using the Software. Subject to compliance with the terms, provisions and conditions of the Agreement, the Bank will process the Mobile Deposit on the day of receipt of the Mobile Deposit and enter the Image of the check into the collection process if received prior to 8:00PM ET on a Business Day, in accordance with the Account Agreements pertaining to the account(s) into which the Mobile Deposit is to be made and the Agreement.

- **Acceptance of these Terms.** Your use of the MD Service constitutes your acceptance of the Agreement. The Agreement may be amended from time to time and we will provide notice of such changes to you as may be required by applicable law. We will notify you of any material change via e-mail, by providing a link to the revised terms of MD Service or revised Agreement, on our website or by an online or mobile secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the MD Service after the Bank has made the change. We may terminate your right to use the MD Service if you reject such change. Your acceptance of the revised Agreement or the continued use of the MD Service will constitute your consent to be bound by the revised Agreement. Further, the Bank reserves the right, in its sole discretion, to modify, add, or remove any part of the MD Service. Your continued use of the MD Service will constitute your acceptance of any such changes to the MD Service. No changes requested by you shall be effective unless received and agreed to in writing by the Bank.
- **Hardware and Software.** In order to use the MD Service, you must obtain and maintain, at your sole cost and expense, a compatible mobile device and/or other hardware and software that meets all technical requirements, as specified by the Bank from time to time, for the proper delivery of the MD Service and that fulfills your obligation to obtain and maintain secure access to the Internet. Refer to our compatibility requirements for current hardware and software specifications. The Bank is not responsible for any third party software you may need to use the MD Service. Any such software is accepted by you "as is" and is subject to the terms and conditions of the software agreement you entered into directly with the third party software provider at time of download and installation. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the MD Service, including, but not limited to, telephone, mobile data, or Internet service charges. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the MD Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, any virus or malware or related problems that may be associated with your using electronic mail or the Internet. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your hardware or software, or failures of or interruptions in any electrical, telephone, mobile data, or internet services. The Bank hereby advises you, and you hereby agree to scan your mobile device, hardware and software on a regular basis using a reliable virus detection product in order to detect and remove viruses or harmful malware.

- **Fees.** You agree to pay all taxes, tariffs and assessments levied or imposed by any government agency in connection with the MD Service, the Agreement, and/or the software or equipment made available to you (excluding any income tax payable by the Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.
- **Eligible Items and Security Interest.** You agree to scan and deposit only checks as the term check is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the Image of the check that is transmitted to the Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code (1990 Official Text).

You agree that you will not use the MD Service to scan and deposit any of the following checks ("Prohibited Check"), which shall be considered prohibited notwithstanding that such checks may constitute "checks" under Reg. CC:

- Checks payable to any person or entity other than the owner(s) of the account into which the check is being deposited.
- Checks containing an alteration to any of the fields on the front of the check, or which 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 payable to two or more persons jointly, not alternatively, unless deposited into an account jointly owned by all payees.
- Checks previously converted to a substitute check, as defined in the Account Agreements, are "Image replacement documents" that purport to be substitute checks.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in the Account Agreement.
- Checks not payable in United States currency.
- Checks dated more than six (6) months prior to the date of deposit.
- Checks prohibited by the Bank's current procedures related to the MD Service or which are otherwise not acceptable under the Account Agreement governing your Bank Account.
- Checks payable on sight or payable through Drafts.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have previously been negotiated, submitted through the MD Service, or through a remote deposit capture service offered at any other financial institution.
- Checks that are drawn or otherwise issued by the U. S. Treasury Department.
- Money Orders or Postal Money Orders.
- Travelers Checks.

You agree that we may, in our sole discretion, amend the list of Prohibited Checks from time to time. If you deposit a Prohibited Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) the Bank may incur associated with any warranty, indemnity or other claim related thereto.

- **Endorsements and Procedures.** You agree to restrictively endorse any check transmitted through the MD Service with your name and the legend "FOR CITIZENS ACCESS DEPOSIT ONLY" or as otherwise instructed by us. You shall scan the front and back of each check to be deposited and thereby capture the Image of the front and back of each check and any other required data from each check and transmit the Images to be deposited and all other required data and information from or pertaining to such checks to us or our Processor in accordance with the Procedures. We reserve the right to amend the Procedures, with or without prior notice to you. You agree to safeguard the information the Bank provides to you in connection with the MD Service and to notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. You acknowledge,

understand and agree the Procedures are not designed for the detection of errors. The Bank is not, and will not be, obligated to detect errors by you or others, even if the Bank takes certain actions from time to time to do so. To ensure accuracy, you shall key the amount of each check prior to transmitting the Mobile Deposit in accordance with the Procedures. You may send multiple Mobile Deposits to us or our Processor on the same day, not to exceed the deposit limits discussed in this Agreement.

- **Image Quality.** The Images of checks transmitted to the Bank using the MD Service must be legible, as determined in our sole discretion. Without limiting the foregoing, each Image of each check must be of such quality that the following information can be clearly read and understood by sight review of such Image:
  - The amount of the check;
  - The payee of the check;
  - The signature of the person who wrote the check;
  - The date of the check;
  - The check number;
  - The information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line; and
  - All other information placed on the check prior to the time an Image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

Each Image shall also comply with any other requirements established from time to time by the Bank, and shall meet all standards for Image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association.

- **Receipt of Mobile Deposit.** You agree that you shall be solely liable for, and the Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by the Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission. You agree that the Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through the MD Service, at our discretion, without liability to you. Unless required by applicable law, the Bank has no obligation to notify you of the rejection of a Mobile Deposit or the Images or other information contained therein and shall have no liability to you for failing to do so. A Mobile Deposit is considered received by the Bank when a complete copy of the Mobile Deposit has been written on a Bank electronic storage device in conformity with the Bank's technical and operational requirements. To meet the cut-off time referenced in the Availability of Funds section below, the Mobile Deposit must be received by the Bank prior to the cut-off time and successfully pass the edits for conformity with the technical requirements. For purposes of determining when a Mobile Deposit has been delivered and received, the Bank's records shall be determinative.

Upon receipt of a Mobile Deposit submitted by you, the Bank may examine such Mobile Deposit and the Images and other information contained therein to ensure that you have complied with this Agreement and followed the Procedures. If the Bank determines that you have not complied with this Agreement or followed the Procedures or if errors exist in the Images or other information contained in the Mobile Deposit, the Bank, in its sole discretion, may either reject the Mobile Deposit or elect to correct the error, and accept and process the corrected Mobile Deposit (a "Corrected Mobile Deposit"). As a form of correction, the Bank may credit your account for the full amount of the deposit and make any necessary adjustments to the account to correct the error. The Bank may, at its option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent checks, and, in its sole discretion, the Bank may reject any such Mobile Deposit, the Images or other information

contained therein. If after examination of a Mobile Deposit, the Images and other information contained therein, the Bank determines that you have complied with this Agreement, processed and transmitted the Mobile Deposit in accordance herewith and with the Procedures, the Bank shall accept the Mobile Deposit for deposit to your Account. Notwithstanding the fact that the Bank has accepted a Mobile Deposit for processing, any credit made to your Account shall be provisional until the final settlement of the deposited item, and you shall remain liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, the Bank.

- c) **Availability of Funds.** Funds from your Mobile Deposit that are received and accepted by the Bank will be made available to you at the time and on the basis described in your Account Agreements. The MD Service is subject to transaction limitations and the Bank reserves the right to change our Funds Availability policy, in our sole discretion, subject to applicable law.
- **Laws, Rules, and Regulations.** You agree to comply with all existing and future operating procedures used by the Bank for transaction processing. You further agree to comply with, and be bound by, applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which the Bank is a member or to which rules the Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of the Agreement and the Rules, the Rules will control.
  - **Presentment.** The manner in which the Images are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to applicable law and the Account Agreement. The Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and the Bank's selection of the clearing agents shall be considered to have been designated by you.
  - **Maintenance and Disposal of Transmitted Checks.** You shall mark, stamp, or write on the original check "Electronically Presented" after scanning the check in accordance with the Endorsements and Procedures Section of this Agreement. You agree to securely store the original check for a period of fifteen (15) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only authorized persons shall have access to original checks, (b) the information contained on such checks shall not be disclosed, (c) such checks will not be duplicated or scanned more than one time and (d) such checks will not be deposited or negotiated in any form. During the Retention Period, you agree to promptly (but in all events within 5 business days) provide the original check to the Bank upon request. The risk of loss due to the unavailability of the original or copy of a check for any reason, during the Retention Period, shall be exclusively on you.

Upon expiration of the Retention Period, you shall securely and irretrievably destroy the original checks you transmitted using commercially reasonable methods of destruction. You are obligated to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction and disposal process and, once destroyed, the original checks will be unprocessable and all sensitive personal and financial information undecipherable. You hereby indemnify the Bank for, and hold the Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the retention and destruction of original checks by you.

- **Deposit Limits.** We may establish limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit. If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be available to you at the time that you make the Mobile Deposit. The Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.
- **Return of Checks and Chargebacks.** Any credit to your Account of any deposit using the MD Service is provisional until final payment of the item deposited. If a check deposited through the MD Service is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is 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. You agree not to deposit or otherwise negotiate an original check after our chargeback. We further reserve the right to chargeback to your Account at any time, any check we subsequently determined was a Prohibited Check. You further agree the Bank is not liable for any loss, costs, or third party fees you may incur as a result of our chargeback of any item deposited through the MD Service.
- **Yours and Our Duties and Responsibilities.** Our duties and responsibilities are limited to those described in the Agreement, the Account Agreements, and any other agreements governing the Accounts. We will use commercially reasonable care in performing our responsibilities under the Agreement. (You agree to carefully review your Account statement and each transaction as soon as possible. If there are any errors or discrepancies regarding checks deposited through the MD Service including, without limitation, unauthorized transactions, signatures or alterations, you agree to promptly notify us of such errors or discrepancies within the time set forth in the Account Agreements. Otherwise, we will consider the information contained in your Account statement correct. Subject to applicable law, you may not make any claim against us for transactions reflected on a statement that you believe are incorrect, altered, forged, unauthorized or improperly paid unless you notify us of that claim in writing within 30 calendar days after the statement was sent or made available to you.)

In all instances, if the services of a third party provider are utilized in the provision of the MD Service, such third party's liability to you shall be limited to the correction of any errors made. We shall not be responsible for suspension of performance of all or any of our obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or is in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and us or us and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, retard or otherwise affect our complete or partial performance under this Agreement.

- **Internet Disclaimer.** The control and flow of documents, files, data, or other information depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall

we be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or your or our ability or inability to connect to the Internet.

- **Contingency Plan.** You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by us until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the MD Service. The deposit of original checks through these other methods shall be governed by the terms and conditions of the Account Agreements and not by the terms of the Agreement.
- **Information.** We may from time to time request additional information from you in order to evaluate a continuation of the MD Service to be provided by us hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested information immediately upon request by us, in the form that we require. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with the Agreement or the MD Service and to request reports from credit bureaus and reporting agencies for such purpose. If you refuse to provide the requested information, or if we conclude, in our sole discretion, that your credit risk is unacceptable, we may terminate the MD Service according to the provisions hereof. You shall provide written notice to us of any changes to the information previously provided by you to us. Such notice must be received by us within five (5) business days of the change.
- **Confidential Information.** You agree to hold confidential, and to use only in connection with the MD Service, all information furnished to you by us or by third parties from whom we have secured the right to use the MD Service, including, but not limited to, our product and service pricing structure, system design, programming techniques or other unique techniques. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the MD Service is or might be subject to regulation and examination by authorized representatives of federal and/or state banking authorities, and you agree to the release by us of your reports, information, assurances and other data and information as may be required under applicable laws and regulations. This clause shall survive the termination of the Agreement.
- **User Warranties.** You warrant to us that:
  - You will only deposit checks that are authorized by the Agreement, the Procedures and the Account Agreements governing your account.
  - You will not (i) create duplicate Images of the checks, (ii) transmit a duplicate Image to us, or (iii) deposit or otherwise negotiate the original of any check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original check from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the check(s).
  - No subsequent transferees of the Image(s), including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original check.
  - Each Image you transmit to us contains an accurate representation of the front and the back of each check and complies with the requirements of the Agreement.
  - All data and other information you provide to us, including, but not limited to, data contained in the MICR line of each check is complete, accurate and true and complies with the requirements of this Agreement.
  - You will comply with the Agreement and all applicable rules, laws and regulations.
  - You are not aware of any factor that may impair the collectability of the check.

- The Agreement is valid and enforceable against you in accordance with its terms, and the entry into, and performance of the Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject.
- There is no action, suit, or proceeding pending or, to your knowledge, threatened, which if decided adversely, would affect your financial condition or operations.
- All checks and your transactions are, and will be, bona fide. All signatures on checks are authentic and authorized.
- **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmission, and resolution of client claims, including by providing, upon request and without further cost, any originals or copies of checks deposited through the MD Service in your possession and your records relating to such checks and transmissions.
- **Termination.** We may terminate the MD Service at any time for any reason. The MD Service shall remain in full force and effect unless and until we terminate it. Without limiting the foregoing, the MD Service may be terminated if you breach any term of the Agreement, if you use the MD Service for any unauthorized or illegal purposes or you use the MD Service in a manner inconsistent with the terms of the Account Agreements.
- **Ownership.** You agree the Bank retains all ownership and proprietary rights in the MD Service, associated content, technology, and website(s), including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto. Your use of the MD Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the MD Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose that would be contrary to our business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. You may use this Service only for the purpose intended in accordance with the Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer, reverse compile, or create derivative works from any of the technology used to provide this Service.

## **20. AMENDMENTS OR CHANGES TO THE ONLINE SERVICE OR AGREEMENT**

We reserve the right, from time to time, to amend this Agreement or change the features or services offered by the Online Service, in our sole discretion. In instances where such changes will have an adverse impact upon you or we are otherwise required by Applicable Law or regulation, we will send you written or electronic notice about the change at least thirty (30) calendar days prior to the effective date of any such change. If however, the change is made for security purposes, the change will be implemented without notice to you.

If any such required advance notice is returned to us as undeliverable because of a change in your address which you have not notified us about in writing or any other reason which is not our fault, the changes described in that notice are still binding on you. If you do not agree to the changes, you may terminate this Agreement in accordance with the terms of this Agreement. You will be deemed to accept any changes to this Agreement if you continue your enrollment in or use the Online Service after the date on which the changes became effective.

## **21. VIRUS PROTECTION**

You agree that we are not responsible for any electronic virus that you may encounter using the Online Service. We encourage you to routinely scan your computer and diskettes using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

## **22. INDEMNIFICATION/LIMITED LIABILITY**

Except as specifically provided in this Agreement or where Applicable Law requires a different standard, you agree that neither we or any third party service provider engaged by us to perform any of the services related to the Online Service, shall be responsible for any damages or losses, whether related to property

or bodily injury, incurred as a result of your using or attempting to use the Online Service, whether caused by equipment, software, Internet Service Providers, browser software or any agent or subcontractor of any of the foregoing. Without limiting the foregoing, we will not be liable for delays or mistakes which happen because of reasons beyond our control, including without limitation, acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction or unavoidable difficulties with our equipment. You also agree that we, or any third party service provider that we engage with, will not be responsible for any direct, punitive, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Service or Internet Browser or access software, or from the unavailability of the Online Service or for any errors in information provided through the Online Service.

You authorize us and any third party service provider engaged by us, or any agent or subcontractor of any of the foregoing, to access third party sites designated by you, on your behalf, to retrieve information requested by you and related to the Online Service. For all purposes hereof, you hereby grant us and any third party service provider engaged by us, or any agent or subcontractor of any of the foregoing, a limited power of attorney, and you hereby appoint us and any third party service provider engaged by us, or any agent or subcontractor of any of the foregoing, as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Online Service, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR ANY THIRD PARTY SERVICE PROVIDER ENGAGED BY US, OR ANY AGENT OR SUBCONTRACTOR OF ANY OF THE FOREGOING, ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES RELATED TO THE ONLINE SERVICE, WE AND ANY THIRD PARTY SERVICE PROVIDER ENGAGED BY US, OR ANY AGENT OR SUBCONTRACTOR OF ANY OF THE FOREGOING, ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You authorize us and any third party service provider engaged by us, or any agent or subcontractor of any of the foregoing to (i) use any information, data, passwords, materials or other content (collectively, "Content") you provide in connection with the Online Service and (ii) use, modify, display, distribute and create new material using such Content to provide the Online Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, we and any third party service provider engaged by us, or any agent or subcontractor of any of the foregoing, may use the Content for the purposes set out above.

You agree that the results of the retrieval of information requested by you as set forth above are for use by you and us only in connection with the Online Service. You agree not to reverse engineer or reverse compile any of the service technology, associated with the Online Service.

If a court finds that we are liable to you because of what we did (or did not do, as the case may be) under or in connection with this Agreement, you may recover from us only your actual damages, in an amount not to exceed the total charges paid by you to us under and in connection with this Agreement during the 6 month period immediately preceding the event giving rise to our liability. You agree that the dollar limitation described in the preceding sentence is reasonable, to the extent permitted by Applicable Law.

You hereby indemnify the Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, the Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to the Bank or (iii) failure to maintain compliance with the Rules, (b) (i) the Bank's provision of the Online Service, and/or (ii) the Bank's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person the Bank reasonably believes to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities

under the Agreement and/or (d) your breach or violation of any Rules; provided, however, you are not obligated to indemnify the Bank for any damages solely and proximately caused by the Bank's gross negligence or willful misconduct.

**IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY SPECIAL CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, SUBJECT TO APPLICABLE LAW.**

**UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, THE ONLINE SERVICE IS PROVIDED AS IS, AND WE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ONLINE SERVICE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.**

### **23. CHARGES AND FEES**

There are no monthly maintenance fee or incidental charges and fees associated with the Online Service. We reserve the right to amend this section from time to time. Consult your Deposit Account Agreement and related Features Guide for reference to any fees or penalties that may be incurred.

### **24. ADDRESS OR BANKING CHANGES**

We will rely on your address as it appears on our records for any required paper communications we may send to you. Please notify us of a change of address by making adjustments to the My Profile section of the Online Service or by calling us at 888-201-6505, you also agree to notify us through the Online Service or calling us in advance of any change in your banking status or other customer information, such as your e-mail address or phone number.

### **25. INFORMATION AUTHORIZATION**

Your enrollment in the Online Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Online Service, you agree that the Online Service may obtain a credit report on you from time to time. Information obtained will be used by the Online Service to verify information you provide to the Online Service and for other business purposes. You agree that the Online Service reserves the right to obtain financial information regarding your Account from your financial institution (for example, for verification). In addition, you agree that the Online Service reserves the right to verify any of the information you provide.

### **26. ASSIGNMENT AND DELEGATION**

You may not assign this Agreement, in whole or in part, or delegate any of your responsibilities under this Agreement to any third party or entity. Any such attempted assignment or delegation will not be recognized by us unless and until acknowledged by us in writing. We are not, however, under any obligation to give you our written acknowledgment.

We may, in our sole discretion and at any time, assign this Agreement, in whole or in part, or delegate any of our rights and responsibilities under this Agreement to any third party or entity.

### **27. NO WAIVER**

No delay of or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion will constitute a waiver of that power, right, remedy or obligation on any later occasion. In any event, no such delay or waiver by us is effective unless it is in writing and signed by us.

### **28. GOVERNING LAW**

This Agreement shall be interpreted and governed in accordance with federal law and, to the extent not preempted by federal law, with the laws of the state of Rhode Island, without regard to its choice of law provisions.

### **29. PROVISIONS SEVERABLE**

If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will continue to be enforceable to the extent permitted by that

court or agency, and the remainder of that provision will no longer be treated as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

### **30. ENTIRE AGREEMENT**

This Agreement may be amended by us from time to time and is the entire agreement between you and us with respect to the Online Service and supersedes any and all prior communications and prior agreements between you and us with respect to the Online Service.

### **31. MOBILE ALERTS**

Citizens Access e-mail and wireless banking alerts service enables you to receive notices from time to time concerning account information and other issues relating to your Citizens Access Account(s). By signing up to receive one or more of the notices that are offered by the banking alerts service, you acknowledge that you are aware of and agree to abide by the following terms and conditions:

- The banking alerts service allows you to request and receive wireless and e-mail messages about your Accounts with Citizens Access. We send banking alerts to you based upon the instructions you provide to us. The mobile phone numbers and e-mail address(es) you provide are neither reviewed nor verified by Citizens Access prior to or following activation of the banking alerts service. You hereby acknowledge and accept that each banking alert is sent to you without being encrypted and may include your name and information pertaining to your Citizens Access Account(s).
- You may receive banking alerts through a text- or web-enabled mobile device, an e-mail account that is accessed via a personal computer, or both. It is your responsibility to determine if your mobile service provider supports text messaging and your telephone or other mobile device is capable of receiving text messages. Citizens Access banking alerts are subject to the terms and conditions of your agreement(s) with your cellular phone carrier and/or internet service provider. You are responsible for any fees imposed by your cellular phone service and internet service provider of any kind whatsoever.
- You acknowledge and agree that your receipt of any banking alerts may be delayed or prevented by factor(s) affecting your cellular phone service provider, internet service provider(s) and other factors outside Citizens Access' control. We neither guarantee the delivery nor the accuracy of the contents of each banking alert. You agree to not hold Citizens Access, its directors, officers, employees and agents liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of a banking alert; (b) inaccurate or incomplete content in a banking alert; or (c) your reliance on or use of the information provided in a banking alert for any purpose.
- Citizens Access provides this service as a convenience to you for information purposes only. A banking alert does not constitute a bank record for the Deposit Account to which it pertains. Citizens Access reserves the right to terminate its banking alerts service at any time without prior notice to you. Nothing contained herein shall amend, supersede or nullify anything contained in any other agreement you have made with Citizens Access.

Thank you for saving with us.

[www.CitizensAccess.com](http://www.CitizensAccess.com)

888-201-6505

