

CITIZENS BANK OF KANSAS – DIGITAL BANKING SERVICE

General Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS DIGITAL BANKING SERVICE.

BY ACCESSING OR USING THIS DIGITAL BANKING SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY CITIZENS BANK OF KANSAS FROM TIME-TO-TIME AND POSTED ON THIS DIGITAL BANKING SERVICE.

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Transmissions to and from this DIGITAL BANKING SERVICE. Except where expressly indicated otherwise, transmissions to and from this DIGITAL BANKING SERVICE or directed to Citizens Bank of Kansas, including emails, are not sent in a secure form. Please do not use email to send us communications which contain confidential information, which we require to be in writing, or which need our immediate attention. Call 316-788-1111 or write us at this address: 1033 N. Buckner, Derby, KS 67037. Any transmission to this DIGITAL BANKING SERVICE, including emails shall be deemed and remain the property of Citizens Bank of Kansas. Citizens Bank of Kansas shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a service provider to Citizens Bank of Kansas through this DIGITAL BANKING SERVICE.

Modifications. Citizens Bank of Kansas may at any time make modifications, changes, and alterations to the Contents of this DIGITAL BANKING SERVICE, including these Terms and Conditions, without prior notice. You are responsible for regularly reviewing these terms and conditions. Your continued use of this DIGITAL

BANKING SERVICE following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

Governing law and venue. These Terms and Conditions shall be governed by and construed in accordance with the law of the State of Kansas, without regard to the conflict of laws thereof, and to the laws of the United States, and s**No table of figures entries found.**hall be exclusively subject to the jurisdiction of any federal or state court for the State of Kansas.

Severability. To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

Waiver. No waiver by Citizens Bank of Kansas of any right under term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

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DIGITAL BANKING SERVICE Contact. You may contact Citizens Bank of Kansas by email at digitalbanking@cbok.com, by phone at 316-788-1111, or by mail at 1033 N. Buckner, Derby, KS 67037.

ADDITIONAL INFORMATION

What Does This Agreement Cover?

This Agreement between you and Citizens Bank of Kansas governs the use of DIGITAL BANKING SERVICES. These services permit Citizens Bank of Kansas customers (consumers, sole proprietors, and other business customers) to perform certain banking functions on accounts linked to the DIGITAL BANKING SERVICE using a web browser, mobile device, or mobile smartphone. Unless indicated otherwise by the context, “linked Citizens Bank of Kansas accounts” or “linked accounts” refers to all your accounts with Citizens Bank of Kansas that you have linked to DIGITAL BANKING SERVICE.

Accepting the Agreement

When you use any of the DIGITAL BANKING SERVICE described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

DIGITAL BANKING OPTIONS

Consumers and Businesses

You may use DIGITAL BANKING SERVICE to:

- View current balance information for your linked Citizens Bank of Kansas accounts.
- Review available transactions for your linked accounts.
- View branch locations.
- View contact telephone numbers and additional contact details.
- View account alerts and notifications.
- View public information such as “about us” and contact information.
- Perform basic services such as changing your Digital ID and DIGITAL BANKING SERVICE password, personalizing the DIGITAL BANKING SERVICE smart phone application and changing the language within the smart phone application.

- Send us secure messages and questions regarding your DIGITAL BANKING SERVICE.
- Transfer funds between your linked internal Citizens Bank of Kansas accounts on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage.
- Transfer funds from your linked Citizens Bank of Kansas personal or sole proprietor accounts to most Citizens Bank of Kansas personal or sole proprietor deposit accounts or other individuals.
- Pay bills and external payees as defined by the capabilities of the bill pay services.

Some of the above services may not be available for certain accounts or customers.

DESCRIPTION OF DIGITAL BANKING SERVICE

Internal Account Transfers

- Processing of Transfer Requests
 - Transfers can be made in 2 ways, on a 1-time basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from a checking to a savings account which occurs every 2 weeks.
 - One-time immediate transfers can be made from a linked Citizens Bank of Kansas checking, savings, money market, or line of credit to most linked Citizens Bank of Kansas accounts.
 - Scheduled and recurring transfers can be made from a linked Citizens Bank of Kansas checking, savings, or money market account to a linked checking or savings account.
 - Transfers can be made from a linked Citizens Bank of Kansas personal or sole proprietor checking, savings, money market or line of credit account to most personal or sole proprietor checking, savings, or money market accounts of other Citizens Bank of Kansas customers.
- Transfers from a deposit account are immediately reflected in the account's available balance. Transfers from a line of credit account are immediately reflected in the deposit account's available balance.
- Scheduled and Recurring Transfers
 - Transfers scheduled for a weekend or a non-bank business day will be processed on the prior bank business day. All other scheduled and

recurring transfers will be processed from the funding account at the beginning of the bank business day requested.

- Transfers to Credit Accounts
 - Funds transferred as a payment to a loan before 6:00 p.m. CST will be credited with the date the payment is submitted. Transfer payments submitted after 6:00 p.m. CST will be credited with the next bank business day's date. Updates to account balances, funds availability, and transaction posting may take up to 2 bank business days.
- Transfers to Deposit Accounts
 - For customers having opened their deposit account, funds transferred to that account prior to 6:00 p.m. CST on a bank business day (generally Monday through Friday, except certain holidays) will appear with the same day's date in the deposit account transaction history.
 - Transfers to a Citizens Bank of Kansas checking account made after 6:00 p.m. CST as described above on a bank business day will be included in the balance we use to pay transactions that night. This process may impact when fees apply to your account. Credits can help you avoid overdrafts, returned items and related fees. However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the balance we use to pay transactions that night, they will appear with our next bank business day's date in the deposit account transaction history.
 - Please note, transfers to any deposit account on a Saturday, Sunday, or bank holiday will appear with our next bank business day's date in the deposit account transaction history.
 - All transfers submitted to a deposit account (such as checking, savings, or money market) are immediately reflected in the account's available balance.

User Action Suspension

The User Action Suspension setting will be activated when any of the following are changed:

- Name
- Phone Number

- Turning MFA (Multifactor Authentication) On/Off
- Adding/Removing Account Access
- Adding/Removing Primary Device
- Password

After one of these fields has been changed, users will be unable to modify payees or sub-users until the User Action Suspension period set by your bank has elapsed. Users will see an error message that says “This feature is currently unavailable, please try again later” if they attempt to do so.

Limitations and Dollar Amounts for Transfers and Payments

Transfers and Payments made using DIGITAL BANKING SERVICE are subject to the following limitations:

- One-time immediate transfers between linked Citizens Bank of Kansas accounts can be for any amount between \$0.01 and \$999,999.99.
- All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.
- At the discretion of Citizens Bank of Kansas, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate transfer arrangements.

Transfer/Payment Authorization and Sufficient Available Funds

- You authorize Citizens Bank of Kansas to withdraw, debit or charge the necessary funds from your designated account to complete all your designated transfers and payments.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
- The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.
- At our option, we may make a further attempt to issue the payment or process the transfer request.

- Citizens Bank of Kansas is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

Canceling Payments and Transfers

- **Bill Payments**
 - To cancel a payment, you must sign into Citizens Bank of Kansas Online Banking and follow the directions provided on the Bill Pay screens. The cancel feature is found in the Payment History or Recurring Payments sections of Digital Banking.
 - A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.
 - Future-dated payments can be cancelled prior to 3 p.m. CST on the third bank business day (generally Monday through Friday, except certain holidays) prior to the scheduled delivery date.
- **Transfers**
 - You cannot cancel a 1-time immediate transfer after it has been submitted in DIGITAL BANKING SERVICE and the information has been transmitted to us.
 - Future-dated and recurring transfers can be canceled prior to 12:00 a.m. CST on the bank business day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. Canceled transfers remain under Review Transfers.
- **Alternative Method**

Note: the easiest and most convenient way to cancel a payment or transfer is through the method described above. However, you may request to cancel a scheduled or recurring payment or a future-dated transfer by calling us at: 316-788-1111

We must receive your request three (3) bank business days or more before the payment or transfer is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a payment or transfer that is Pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account. Your login authentication serves as your digital approval of a stop payment.

Liability

You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).

If you want to terminate another person's authority to use the Bill Pay service associated with your accounts, you must notify Citizens Bank of Kansas and arrange to change your PIN.

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

Citizens Bank of Kansas is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

Citizens Bank of Kansas is not liable for any failure to make a bill payment if you fail to promptly notify Citizens Bank of Kansas after you learn that you have not received credit from a "Payee" for a bill payment.

Citizens Bank of Kansas is not responsible for your acts or omissions or those of any other person including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Citizens Bank of Kansas's agent.

Termination

Citizens Bank of Kansas has the right to terminate this agreement at any time. You may terminate this agreement by written notice to Citizens Bank of Kansas. Citizens Bank of Kansas is not responsible for any fixed payment made before Citizens Bank of Kansas has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Citizens Bank of Kansas on your behalf.

Other Terms and Conditions

Monthly Service Charge

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts with the DIGITAL BANKING SERVICE.

Other Charges

In addition to the fees already described in this Agreement, you should note that depending on how you access DIGITAL BANKING SERVICE you might incur charges for:

- Normal account fees and service charges.
- Any Internet service or mobile phone provider fees.
- Purchase of computer programs such as Personal Financial Management software
- Payments or transfers made through DIGITAL BANKING SERVICE from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Additionally, fees may be assessed for added self-service features available through DIGITAL BANKING SERVICE customer service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement or current Fee Schedule.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.
- We may charge you a research fee in accordance with our currently established fee schedule for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. We also charge \$1 per item for checks and \$2.50 per statement. This fee will be waived if we determine that an error occurred.

Service Hours

DIGITAL BANKING SERVICE is available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed online when you sign on to DIGITAL BANKING SERVICE. Our normal business hours are Monday-Friday from 8 a.m. to 5 p.m. CST. You may also write to us at 1033 N. Buckner, Derby, KS 67037.

Business Days

DIGITAL BANKING SERVICE business days are Monday through Friday, except certain holidays.

Canceling Your Digital Banking

If we choose to cancel your Digital Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the DIGITAL BANKING SERVICE. Citizens Bank of Kansas will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the DIGITAL BANKING SERVICE. If you close your primary checking account, or if it is no longer linked to your service, your Digital Banking service will end, and any unprocessed payments will be canceled. If you cancel your Digital Banking services, transfers outside Citizens Bank of Kansas will also be canceled.

Joint Accounts

When your DIGITAL BANKING SERVICE is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions as any authorized signer. Joint accounts using the same Online ID will be identified as one service.

Cancellation

Your DIGITAL BANKING SERVICE remains in effect until it is terminated by you or Citizens Bank of Kansas. You may cancel your DIGITAL BANKING SERVICE at any time by notifying us of your intent to cancel in writing, through DIGITAL BANKING SERVICE secure mail, or by calling DIGITAL BANKING SERVICE customer service at 316-788-1111. This cancellation applies to your DIGITAL BANKING SERVICE and does not terminate your Citizens Bank of Kansas deposit or credit accounts. We recommend you cancel scheduled payments before notifying us that you are discontinuing the DIGITAL BANKING SERVICE.

We may terminate your participation in DIGITAL BANKING SERVICE for any reason, including inactivity, at any time. We will try to notify you in advance but are not obliged to do so.

Use of External Email Address or SMS Text

DIGITAL BANKING SERVICE we may send messages to your external email address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within the DIGITAL BANKING SERVICE. We may also send messages by SMS text to the mobile number on record unless you choose to opt out via text or through the DIGITAL BANKING SERVICE platform. If you subscribe to e-Bills service, we may also use external email to notify you that you have new bills. We cannot act on instructions sent by you from an external email address. You should use DIGITAL BANKING SERVICE secure mail to send instructions to Citizens Bank of Kansas. If, for any reason your external email

address changes or becomes disabled, please contact Citizens Bank of Kansas immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the Customer Service tab within the DIGITAL BANKING SERVICE.

Transfers From Money Market Deposit Accounts

Each transfer or payment through the DIGITAL BANKING SERVICE from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. We recommend that you not use a savings or money market deposit account as your bill payment account because of these limits on transfers. Please review the deposit agreement for your account for more information.

Contact by Citizens Bank of Kansas

No Citizens Bank of Kansas or Payee employee will contact you via email or phone requesting your DIGITAL BANKING SERVICE ID or DIGITAL BANKING SERVICE passcode. If you are contacted by anyone requesting this information, please contact us immediately.

Reporting Unauthorized Transactions

Please contact us at 316-788-1111, write to us at 1033 N. Buckner PO Box 330, Derby, KS 67037, or contact your local branch.

Disclosure of Account Information

We may disclose information to third parties about you or your transactions in the following instances:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation
- If you give us your permission
- With our affiliates as permitted under Federal and applicable state laws
- On a closed account, if we reasonably believe you have mishandled it

Account Statements

We report your DIGITAL BANKING SERVICE transactions on the monthly statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement.

Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- By email at digitalbanking@cbok.com
- By phone at 316-788-1111; or
- By mail at 1033 N. Buckner, Derby, KS 67037

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name, relevant account number(s), and Access ID;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Bank Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Bank 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 complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Bank Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Bank Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Bank Business Days to credit a new account for the amount you think is in error. If it is determined there was no error, we will mail you a written explanation within three (3) Bank Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The DIGITAL BANKING SERVICE may revoke any provisional credit provided to you if we find an error did not occur.

Consumer Liability for Unauthorized Transfers

Tell us at once if you believe your Access ID or Passcode has been lost or stolen. Telephoning is the best way of minimizing your losses. If consumer customers tell us within two (2) Bank Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Bank Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or hospital stay) prevented you from telling us, we may extend the period.

Limitation of Liability for Digital Banking Transactions

Tell us at once if you believe your DIGITAL BANKING SERVICE passcode has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. Unauthorized use of the DIGITAL BANKING SERVICE could cause you to lose all your money in your accounts, plus any amount available under your overdraft protection plan.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your DIGITAL BANKING SERVICE ID and passcode, you are authorizing that person to use your DIGITAL BANKING SERVICE, and you are responsible for all transactions that person performs while using your DIGITAL BANKING SERVICE. All transactions that person performs, even those transactions

you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you (or someone acting with you) initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every DIGITAL BANKING SERVICE session.

Our Liability for Failure to Complete Transactions

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

- If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer.
- If DIGITAL BANKING SERVICE was offline or otherwise not available, and you knew about the malfunction when you started the transaction or transfer.
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken.
- If there are postal delays or processing delays by the Payee.

There may be other exceptions not specifically mentioned.

Bill Pay Terms and Conditions

You may use Citizens Bank of Kansas bill paying service to direct Citizens Bank of Kansas to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures, and other documents in effect that govern your account.

You may enroll in Bill Pay by clicking "enroll now" under Bill Pay Enrollment.

SSN/EIN/TIN Validation for Bill Pay Enrollment

Tax Identification Numbers (TIN) entered during the enrollment process will now be validated against the SSN/EIN saved on the user's DIGITAL BANKING SERVICE

Profile. This will help to ensure that Bill Pay enrollment remains as secure as possible. During the enrollment process, the user can select the SSN field to choose from a list of TINs already associated with their DIGITAL BANKING SERVICE profile. TINs that are also tied with a Customer Information File (CIF) record on the core are displayed with the associated names.

If the user does not have a valid TIN or an enabled account, they will see an error when they begin the enrollment process. The error will continue to appear until the user has a Bill Pay eligible account enabled in DIGITAL BANKING SERVICE Administration and has a valid TIN associated with the account. Users can still be manually enrolled in Bill Pay without a TIN.

Single Payments

A single payment will be processed on the bank business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Citizens Bank of Kansas, is currently 3:00 p.m. CST. A single payment submitted after the cut-off time on the designated process date will be processed on the next bank business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first bank business day following the designated processing date.

Recurring Payments

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of

the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your “Payees”.

Bill Payment Transaction Limits

Our bill payment Service Provider limits daily bill payment to a single Payee to \$10,000.00 (\$250,000.00 for business accounts), and all bill payment transactions for a single day to \$99,999.99 (\$250,000.00 for business accounts). Otherwise, there is no limit to whom you pay or how many Payees you may establish. We reserve the right to refuse to pay any Payee to whom you may direct a payment. Our Service Provider may notify you if it decides to refuse to pay a Payee designated by you.

Participation by Payees

Occasionally a Payee may choose not to participate in Bill Pay or may require additional information before accepting payments. We will work with these Payees to encourage them to accept an electronic or check payment from the Bank. If we are unsuccessful, or if we determine that the Payee cannot process payments in a timely manner, we may decline future payments to this Payee. In the unlikely event that this occurs, we will promptly send you a notice. Any obligations that you wish to pay through DIGITAL BANKING SERVICE with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the DIGITAL BANKING SERVICE. You should not use the DIGITAL BANKING SERVICE to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions

Prohibited Payments

Payments to Payees outside of the United States are prohibited and may not be issued under any circumstances. Payments to Internet gambling sites are prohibited through the DIGITAL BANKING SERVICE. Tax payments to state, federal, or local tax agencies, court ordered payments, and payment to insurance companies may be scheduled through the DIGITAL BANKING SERVICE; however, such payments are discouraged and are scheduled at your own risk. In no event shall Citizens Bank of

Kansas or its Service Provider(s) be liable for any claims or damages resulting from your scheduling these types of payments. The bill payment service guarantee, as it applies to any late payment related charges, is void for these types of payments if scheduled and/or processed by the DIGITAL BANKING SERVICE. We reserve the right to refuse to pay any Payee to whom you may direct a payment. We will notify you if we decide to refuse to pay a Payee designated by you; however, this notification is not required if you attempt to make a prohibited payment under this Agreement.

Payment Methods

Payments that you make through the DIGITAL BANKING SERVICE are processed either electronically or by check. Our bill payment Service provider reserves the right to select the method in which funds will be remitted on your behalf to the Payee.

Bill Payment Information Authorization

Requests for bill payment privileges may not be fulfilled if this Financial Institution and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. In addition, you agree that Citizens Bank of Kansas and its Service Providers reserve the right to obtain financial information regarding your account from a Payee or from Financial Institution when necessary to resolve payment posting problems or for verification purposes.

Electronic Bill Delivery (E-Bills)

This feature is for the presentment of E-Bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. If you elect to activate one of the E-Bill options, you also agree to the following:

- **Activation**

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

- **Information Provided to the Payee**

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers, and email addresses with the Payee. Any changes will need to be made by you; contact the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill. Our Service Provider may, at the request of the Payee, provide to the Payee your email address, system address, or other data specifically requested by the Payee at the time of activating E-Bills, for purposes of the Payee informing you about service and/or bill information.

- **Notification of Bill Delivery**

Our bill payment Service Provider will use its best efforts to present all of your E-Bills promptly. In addition to notification within the system, our Service Provider may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this email address information is accurate. In the event you do not receive notification of a bill, it is your responsibility to periodically log on to the system and check the delivery of new E-Bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

- **Cancellation of E-Bills**

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

- **Non-Delivery of E-Bills**

You agree to hold harmless Citizens Bank of Kansas and its Service Providers should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

- **Accuracy and Dispute of Electronic Bill**

Neither Citizens Bank of Kansas nor its Service Providers are responsible for the accuracy of your E-Bill(s). Citizens Bank of Kansas and its Service Providers are only

responsible for presenting the information received from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

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