

1. The SERVICE

In consideration of the use of the Online Banking SERVICE to be provided to Customer by Citizens Bank, N.A. ("BANK"), as described herein and as amended from time to time in information distributed by the BANK to its customers, Customer agrees to the terms of this Agreement. In this Agreement, "Customer" or "you" refers to the person(s) subscribing to or using the services. You may use a Personal Computer ("PC") through an Internet connection to obtain account balances and transaction information. You may also use your PC to obtain statements on your accounts, to transfer money between your accounts and make payments to third parties. However, transfers from your savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations.

2. Your USER CODE and PASSWORD

Each individual who has access to Online Banking, including each individual named on joint accounts, must designate a Personal Identification Password ("PASSWORD"). Your Password must be a minimum of six (6) characters and a maximum of nine (9), and at least two (2) must be numeric and two (2) must be alphabetic (for example, 8574CAT). You should change your password periodically to enhance security. Your ACCESS ID will be assigned to you along with your temporary password which you will change to the PASSWORD of your choice when you use the system the first time. If you forget your PASSWORD, it will be reset one (1) time for free. After that, there will be a charge of \$3.00 to have the PASSWORD reset. Reset passwords will be sent to the e-mail address you have provided on your application. Customer is responsible for changing the reset password immediately to maintain security, and BANK assumes no responsibility should the reset password be stolen or used for unauthorized transfers.

3. e-STATEMENTS

This agreement confirms that you have requested to be enrolled in e-Statements through Citizens Bank Online internet banking service. By enrolling in e-Statements, you agree to receive bank account statements and other information* in an electronic format. Citizens Bank will notify you at the email address you provide to the bank, when the statement(s) are available within the internet banking service. By receiving your statement electronically, you agree that you will not receive a hard copy of the bank account statement(s) or images of canceled checks. Citizens will provide the electronic information in a manner that you can print and/or store using the hardware and software specified below. You agree to notify CITIZENS immediately if you are unable to access any of the electronic information that has been delivered by CITIZENS. You agree to inform us if your email address changes.

You have the right to withdraw your consent for e-Statements at any time. You may notify us by mail, telephone or e-mail at customerservice@citizensbankna.com at least 10 days prior to your statement cutoff.

To receive and retain the statement electronically, you will need Internet browser with Internet Explorer 4.0 or higher, or Netscape Communicator 4.5 or higher and Adobe Acrobat 7.0.1 or higher.

*Other information that may be delivered electronically in the future includes, but is not limited to: regulatory disclosures, past due notices, insufficient funds (NSF) notices, loan notices, etc.

4. BILL PAY

The Bill Payment features allow you to use your PC to electronically schedule payments with the SERVICE. Payments are posted against your balance available for withdrawal, as defined on the BANK's Funds Availability Policy, plus the available credit on your overdraft protection, if any, or other line of credit.

- Your Payee List – You may include all utility companies, merchants, financial institutions,

insurance companies, individuals, etc. whom you wish to pay through the Bill Payment SERVICE. Include a complete mailing address and telephone number for each and your account number with each Payee. We reserve the right to decline to make payments to any person and entity.

5. Delivery of your Payments and Transfers Between Your Accounts.

You may schedule payments or transfers to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Although you can enter payment information through the SERVICE twenty-four (24) hours a day, seven (7) days a week, payments will only be processed on business days. Funds will be deducted from your Account on the business day on which a payment is to be initiated. This date is referred to in this Agreement as the "Transaction Date". If you direct the initiation of a payment to occur on a day other than a business day, it will be initiated on the following business day. After funds are withdrawn from your Account, we may remit your payments by mailing your Payee a check, by electronic funds transfer, including ACH (Automated Clearing House) or by other means. Because of the time it takes to send your payment to them, your Payees will not receive payment on the Transaction Date. In order to provide sufficient time for payments to be received by your Payees, the Transaction Date should be at least 7 days prior to the date your payment is due. Bill payments must be scheduled by the cut-off time of 3 p.m. (Central Standard Time) on any business day in order for the payment to be initiated for that business day. Transfers between your accounts must be scheduled by the normal cut-off time of 6 p.m. (CST) on any business day in order for the transaction to be completed on that business day.

6. Recurring Payments and Transfers.

Recurring payments and transfers are those made for the same amount and are made on a weekly, bi-monthly, monthly, or other regularly scheduled basis. Once started, recurring payments will be made automatically until you tell us to cancel the payment as provided in Paragraph 7.

7. Our Liability for Failure to Complete Transactions.

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we may be liable for some of your losses or damages. However, we will not be liable:

- A. If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- B. If the money in your Account is subject to a dispute, legal process or other encumbrance restricting transfer.
- C. If the transfer or payment would go over the credit limit on your overdraft line (if any).
- D. If the automated teller machine or the merchant where you are making a transfer does not have enough cash.
- E. If the system was not working properly and you knew of the breakdown when you started the transfer or payment.
- F. If circumstances beyond our control (such as fire, flood, or an Act of God) prevent the transfer or payment, despite reasonable precautions that we have taken.
- G. If the Payee mishandles or delays handling payments sent by us.
- H. If you incorrectly enter any payment information, including Payee name, address, amount or account number.

8. Notification of Returned Payments.

If a payment is returned to us because of inaccurate information provided by you, we will notify you by one of the following methods: electronic mail, regular mail, or telephone.

9. Canceling Transfers, Payments and Recurring Payments or Transfers.

You may cancel a one-time transfer between your accounts up to 1 p.m. (CST) on the Transaction Date by calling Customer Service at (800) 530-5529, or in Fort Scott, by calling (620) 223-1200. If you are canceling a payment or a recurring transfer, you must select the payment or transfer from the payment or transfer list and delete the payment or transfer before 6 p.m. (CST) on the Transaction Date. If you are canceling a recurring payment using the Bill Payment SERVICE, all future recurring payments to that Payee will cease.

10. Statements.

All payments, transfers, and/or fees made with the SERVICE will appear on your monthly Account statement. The Payee name, payment amount, and date of the payment will be shown for each payment made through the SERVICE during that statement cycle.

11. Fees

Fees are currently waived for most types of accounts (see fee schedule). However, BANK reserves the right to charge a fee for SERVICE. If established, fees for the SERVICE shall be payable in accordance with a schedule of charges as established and amended by BANK from time to time. Charges shall be automatically deducted from Customer's Account, and BANK shall provide to Customer monthly notice of such debit(s) on your statement.

12. Business Customer Rights and Responsibilities.

This Agreement does not supersede Corporate Resolutions, signature card rules and regulations, account disclosures, ACH Origination Agreement, Funds Transfer Agreement, or any other agreements Customer may have with the Bank. all Account agreements and rules now or hereafter governing Customer's Accounts will remain in full force and effect after the execution of this Agreement. Business customers shall use Citizens Online to access only Accounts at the Bank held for business purposes.

Customer will provide to the Bank a list of the names of employees of the Customer who are authorized to access the Citizens Online as part of the Internet Banking Services Application so that they can be issued passwords to the account. Authorization shall coincide with all existing resolutions, signature cards and all other account agreements. Customer shall be responsible for notifying the bank immediately and in writing at the address below upon a change in desired authorization to access Account through Citizens Online. Customer hereby authorizes the Bank to rely upon the Internet Banking Services Application on file with the Bank until such time as it is amended by Customer in the manner described above.

Customer shall select a password that will be used to access information or to initiate Fund Transfer Requests. Except as otherwise provided in Account agreements and rules now or hereinafter governing Customer's Accounts, Customer is responsible for all transfers made using Customer's password or the password of those employees identified on the Internet Banking Services application. Customer shall not make available a written record of its password and will not otherwise disclosed its password to anyone not authorized to use it. Customer's failure to safeguard its password may result in unauthorized uses for which Customer is fully liable. Customer will call the Bank IMMEDIATELY if Customer believes that Customer's password has be or may be used without permission. Customer may notify the Citizens Online Representative at (800) 530-5529, or in Fort Scott, (620) 223-1200 or write to:

Citizens Bank, N.A.
ATT: Internet Banking
PO Box 899
Fort Scott, KS 66701-0899

13. Equipment and Browser.

You are solely responsible for the equipment you use to access the SERVICE (including, your personal computer and any software you may need to access the Internet). We are not responsible for errors or delays or your inability to access the SERVICE caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the SERVICE, nor are we responsible, under any circumstance, for any damage to your equipment or the data resident thereon. For this SERVICE to work, your browser needs to be either Internet Explorer 4.0 (or higher) or Netscape Communicator 4.5 (or higher).

14. Business Days/Hours of Operation.

Our business hours are 8:00 a.m. to 5:00 p.m. (CST), Monday through Friday, except bank holidays. Although payments and transfers can be completed only on business days, the SERVICE is available 24 hours a day, seven days a week, except during maintenance periods, for the scheduling of payment orders and transfers.

15. Notice of Your Rights and Liabilities.

Security of your transactions is important to us. Use of the SERVICE requires a PASSWORD. If you forget your PASSWORD, please send an e-mail to customerservice@citizensbankna.com during normal business hours listed above. We may accept as authentic any instructions given to us through the use of your PASSWORD. You agree to keep your PASSWORD secret and to notify us immediately if your PASSWORD has been stolen or if you believe someone else has discovered your PASSWORD. You agree that if you give your PASSWORD or allow it to be given to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the SERVICE. The Online Banking SERVICE enables you to change your PASSWORD and we suggest that you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. We reserve the right to (1) monitor and/or record all communications and activity related to the SERVICE, and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your PASSWORD was used in connection with a particular transaction. If any unauthorized use of your PASSWORD occurs you agree to (1) cooperate fully with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator, and (2) provide any assistance requested by us in recovering any unauthorized transfer of funds.

Notify us AT ONCE if you believe your PASSWORD or has been stolen or is being used by an unauthorized person because that is the best way of reducing your potential liability. You could lose all the money in your account (plus your maximum line of credit). However, if you tell us within four (4) business days, you can lose no more than \$50. If you do NOT tell us within four (4) business days after you learn of the theft of your PASSWORD and we can demonstrate that we could have prevented the unauthorized use of your PASSWORD if you had told us, you could lose as much as \$300. Also, if your statement shows transfers that you did not make you must, tell us immediately. If you do not tell us within sixty (60) days after we make available to you the first statement containing the problem or error, you may not get back any money you lost after the sixty (60) days if we can demonstrate that we could have prevented the unauthorized transaction if you had told us in a timely fashion. If you believe your PASSWORD has been stolen or that someone has transferred or may transfer money from your account without your permission, call (800)530-5529, or in Fort Scott, please call (620)223-1200 during normal business hours listed above.

16. Error and Questions.

In case of errors or questions about your on-line transactions, send an e-mail to

customerservice@citizensbankna.com, telephone us at (800)530-5529, or in Fort Scott, please call (620)223-1200, 8:30 - 5:00 p.m. (CST), Monday through Friday. FAX us at (620)223-1336, or write us at:

Citizens Bank, N.A.
ATT: Internet Banking
P.O. Box 899
Fort Scott, KS 66701

If you think your statement or on-line account information is wrong or if you need more information about a transfer listed on the statement or on-line account information, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. 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. (use model language)

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will reverse the previously credited amount, if any, and we will send you a written explanation within three (3) business days after completing the investigation. You may ask for copies of the documents that we used in our investigation. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for the action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign county or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days.

17. Disclosure of Account Information to Third Parties.

We may disclose information to third parties about your Account or the transactions you make:

- A. Where it is necessary for completing transactions or resolving errors involving the services;
- B. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or a merchant;
- C. In order to comply with government agency rules, court or administrative agency orders, or other applicable law or Regulation;
- D. To our employees, SERVICE providers, auditors, collection agents, affiliated companies or attorneys in the course of their duties and to the extent allowed by law; or
- E. If you give us your permission.

18. Authorization to Obtain Information.

You agree that we may obtain and review your credit report from a credit bureau or similar entity .You also agree that we may obtain information regarding your account with any Payee in order to facilitate

proper handling and crediting of your payments.

19. Termination.

If you want to terminate your access to the SERVICE, call us at (800)530-5529 or in Fort Scott, please call (620)223-1200. After receipt of your call, we will send a written termination authorization for your signature and the authorization form must be returned to us. Upon receipt by the BANK of the authorization to terminate the SERVICE signed by you, we will terminate the SERVICE. In order to avoid imposition of the next monthly fee if one applies, we must receive your written authorization to terminate three (3) days before your service charge is scheduled to assess. RECURRING TRANSFERS BETWEEN ACCOUNTS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICE. IF YOU WANT TO TERMINATE RECURRING TRANSFERS BETWEEN ACCOUNTS YOU MUST SPECIFICALLY STATE ON THE TERMINATION AUTHORIZATION THAT YOU WANT ALL RECURRING TRANSFERS TO CEASE.

We reserve the right to terminate the SERVICE, in whole or in part, at any time with or without cause and without prior written notice. In the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the SERVICE in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or IS being attempted. We may consider repeated incorrect attempts to enter your PASSWORD as an indication of an attempted security breach. Closing all accounts with BANK will constitute automatic termination of SERVICE. Termination of the SERVICE does not affect your obligations under this Agreement with respect to occurrences before termination.

20. Limitation of Liability.

Except as otherwise provided in this Agreement or by law, we are not liable for any loss, injury, or damage, whether direct, indirect, special, incidental or consequential, caused by the SERVICE or the use thereof or arising in any way out of the use of the SERVICE, including but not limited to any damage to your equipment.

21. Waivers.

No waiver of the terms of this Agreement will be effective unless in writing and signed by an authorized officer of the BANK

22. Assignment.

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

23. Governing Law.

The laws of the state of Kansas shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

24. Amendments.

We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security to our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statements we send you if practicable, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for

you in the Account records, or the e-mail address which you authorized to receive such notices and/or disclosures.

25. Indemnification.

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

26. Security Procedures.

By accessing the SERVICE, you hereby acknowledge that you will be entering a protected web site owned by the BANK, which may be used only for authorized purposes. The BANK may monitor and audit usage of the SERVICE, and all persons are hereby notified that use of the SERVICE constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under state and federal law.