

## ONLINE BANKING AGREEMENT

This OnLine Banking Agreement ("Agreement") contains the terms and conditions that govern the access to information, accounts, banking, bill payments and other online services. The terms of this Agreement are in addition to those that apply to any account or service you have with us. You should print this Agreement or contact us for a copy.

As used in this Agreement, "you" or "your" refers to the person(s) using Citizens Click-Thru Banking; "we", "us", "our", or "Bank" refers to Citizens State Bank.

**Terms and Conditions:** Your use of the Citizens State Bank Click-Thru Banking service confirms your agreement to be bound by the terms and conditions contained in this Agreement as well as any rules for use of the services. It also acts as your acknowledgment of your receipt and understanding of the disclosures in this Agreement and your agreement allowing all disclosures or other information required under applicable law to be sent electronically.

Except as otherwise required by law, rule, or regulation, we may change the terms and conditions of this Agreement from time to time and at any time. When changes are made, we will update this Agreement at the Web site. Changes will be effective when first updated on the Web site unless law, rule, or regulation requires advance notice in which case the change will be effective in accordance with the law, rule, or regulation.

Unless otherwise required by applicable law, we have the right to terminate this Agreement and/or your access to Click-Thru Banking service at any time at our convenience and without cause.

In no event will Citizens State Bank be liable for any direct or indirect, special, incidental, consequential, or punitive damages or lost profits arising in connection with use of our Click-Thru Banking service, any interruption in availability of our Click-Thru Banking service, delay in operation or transmission, computer virus, loss of data, or otherwise, even if Citizens State Bank has been advised of the possibility of such damages or loss.

If any of the accounts from which you utilize Click-Thru Banking is joint, each of you is jointly and severally obligated under this Agreement. Each owner will have a unique password and acting alone may perform transactions, obtain information, terminate this Agreement, allow one or more other persons to access qualifying accounts if you provide them with your account access identification number and password, or otherwise transact business, take actions or perform under this agreement. We are not required to obtain the consent of, or notify, any other of you. Each of you individually releases us from any liability and agrees not to make any claim or bring any action against us for honoring or allowing any access, actions or transactions where the person performing the access, action or transaction is one of you or is otherwise authorized to access the account. Each of you agrees to indemnify us and hold us harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

**Eligible Accounts:** Access to Click-Thru Banking requires that you have at least one eligible account that is identified by your Social Security Number. That account and all other existing and future eligible accounts identified with your Social Security Number will be linked together to form your Web banking relationship with us. Eligible accounts include each open and active Citizens State Bank checking, savings, money market, certificate of deposit, or loan account.

**Types of Click-Thru Banking Services:** You may access your account(s) through Click-Thru Banking using your access identification number and password to perform the following:

- Obtain balance and transaction history of eligible accounts;

- View copies of previous statements and images of cancelled checks;
- Transfer funds and make payments between eligible accounts (except certificates of deposit);
- Pay bills from checking accounts (Bill Payment Service)
- Request stop payments;
- Order checks

**Limitations:** Federal law limits certain transfers and withdrawals from savings accounts and money market deposit accounts. You may not make more than six withdrawals and/or transfers from these accounts each monthly statement period by check, pre-authorized or automatic transfer, draft, debit card, data transmission, or telephonic agreement. Only three of these six transfers may be by check, draft, debit card, or similar order. If you exceed these transfer limitations in any statement period, your account will be subject to closure. Please see your deposit agreement for further detail.

**Stopping or Changing Payments and Transfers:** You may cancel or modify a single payment or transfer up until 2:00 p.m. Central Standard time on the business day before the Scheduled Payment Date. Please use the Service's "Help" function for instructions on how to change or cancel a scheduled payment or transfer. You may also call us at (218)463-2135 or write to us at Citizens State Bank, P.O. Box 160, Roseau, MN 56751 or complete a stop payment form through Click-Thru Banking.

If you call or write, you must do this in time for us to receive your request 3 business days or more before the payment or transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

**Important Notice:** You acknowledge that Bank has fully advised and disclosed to you that due to Bank's use of a computerized system that the sole criterion for successfully stopping payment on said item is that the exact amount of the item be reported to Bank. You hereby acknowledge that you fully and completely understand that if the amount of the item reported to Bank is off even one cent, payment on the item cannot be stopped.

If you order us to stop a preauthorized recurring payment or transfer as described above, and we do not do so, we will be liable for your losses or damages.

**Fees:** There are no fees to inquire on your accounts and transfer funds between eligible accounts.

**Documentation:** We will provide you monthly statements for your checking accounts.

**Business Days:** For purposes of this Agreement, business days are Monday through Friday, excluding Bank holidays.

**Financial Institution's Liability:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- Your account does not contain sufficient funds to complete the payment or transfer, or the transfer would exceed the credit limit of any account;
- If your equipment or ours is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- The payee mishandles or delays a payment sent by the Bank;
- You have not provided the Bank with the correct names or account information for those persons or entities to whom you wish to direct payment;
- Circumstances beyond the Bank's control (such as, but not limited to, fire, flood, interference

from an outside force) prevent the proper execution of the transaction and the Bank has taken reasonable precautions to avoid those circumstances.

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

**Confidentiality:** We will disclose information to third parties about your account or the transfers you make only in the following situations:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; or in order to comply with government agency or court orders; or
- If you give us your written permission.

**Your Liability For Unauthorized Transfers:** You agree not to give account access to any unauthorized individuals. If you believe that someone may attempt to access your account without your consent or has transferred money without your permission, you must call us immediately at 1-218-463-2135 or write to us at Citizens State Bank, P.O. Box 160, Roseau, MN 56751. Quickly telephoning us is the best way of reducing your possible losses.

If you believe your customer identification number and password or other access means have been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your customer identification number and password or other access means, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

**Business Accounts:** The limitations on customer liability set forth in the preceding paragraphs do not apply to accounts held by businesses. Business customers agree to review promptly all statements, notices and transaction information made available to them, and to report all unauthorized transactions and errors to us immediately. Business customers agree that we may process payment and transfer instructions which are submitted with a correct customer identification number, and agree that such instructions will be deemed effective as if made by them, even if they are not transmitted or authorized by the customer.

**Errors and Questions:** Call us at 1-218-463-2135 or write to us at Citizens State Bank, P.O. Box 160, Roseau, MN 56751 as soon as you can, if you think your statement is wrong or if you need more information about a transfer or payment listed on your statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and account number (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 10 business days.

We will tell you the results of our investigation within 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 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 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 do not receive your complaint or question in writing within 10 business days, we may not re-credit your account. Under certain circumstances, the error resolution time periods are extended from "45 calendar days" to "90 calendar days". A longer period of time may apply for accounts opened within the preceding 30 days.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

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