



Citizens Business Online Banking

Internet Banking Agreement

This Internet Banking Agreement between you and Citizens Financial Bank governs your use of Business Online Banking, an electronic service that permits Citizens customers to access financial services through the use of the World Wide Web. Accounts and services provided by Citizens that you access through Business Online Banking are also governed by other agreements between Citizens and you.

This Agreement (“Agreement”) governs your use of Business Online Banking. In this Agreement we will use the term “Business Online Banking” to refer to all services currently accessible by you through Business Online Banking. Additional services may be available in the future.

In addition to this Agreement and other Account Agreements that have been separately provided to you, our Privacy Policy also applies to your Accounts. We suggest that you review these items in order to understand all of your relative rights and responsibilities in connection with your use of Business Online Banking.

You may use Business Online Banking to access your Accounts through the Internet. Currently, you can access your savings, checking and loan accounts.

Terms Used in this Agreement

- “We,” “us,” “our” and “Citizens” refer to Citizens Financial Bank, a federal savings bank with branches in Indiana and Illinois.
- “You” or “your” refers to the owner of a Citizens Financial Bank account.
- “Authorized Representative/s” refers to a person whom you authorize to transact business on your Account by delivering to us a written document that shows the person has the authority to act with respect to your account. We may continue to recognize the authority of an authorized representative until we have received and had a reasonable time to act upon written notice from you that a previously authorized representative is no longer authorized to transact business on your Account.
- “Account” refers to any business deposit or loan account maintained at Citizens and not maintained for personal, family or household use.
- “Client Authorization” refers to your Application signed by an Authorized Signer for Business Online Banking services.
- “Employee Information” is information provided by you and retained by Citizens to identify the respective accounts that can be accessed by a certain Authorized Representative and to limit the types of authorized transactions.
- “Business Days” are Monday through Friday, except bank holidays. Although transfers are processed only on business days, you can initiate a transaction through Citizens Business Online Banking 24-hours a day, seven days a week, except during maintenance periods; however, the transfer will be completed on the next business day. All references to time of day will be as of the then prevailing Central Standard Time in Chicago, Illinois.

Accepting the Agreement

You understand that by using Citizens Business Online Banking services, or by authorizing others to use them, you have agreed to the terms and conditions of this Agreement and that no signature by you is required on this Agreement. You agree to use Business Online Banking solely as provided in this Agreement. When any transfer, payment or online service generates items to be charged to your Citizens Account, you agree that we may debit your Account without requiring a signature by an authorized representative on the item and without prior notice to you.

We may, from time to time, introduce new Business Online Banking services. When this happens, we will update the Website to include them. By using any Business Online Banking service, you agree to be bound by the terms contained in this Agreement.

Changes in Terms/Fees

We may change the Business Online Banking services and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. You understand that by using Business Online Banking after a change becomes effective, you have agreed to the change in terms.

Maintaining Your Accounts

You agree to properly maintain your Accounts, to comply with the rules governing your Accounts, and to pay any fees associated with the use or maintenance of your Accounts. Any issue relating to an Account shall be governed by the law(s) specified in the Agreement for that Account or service.

Your linked Accounts can be viewed and accessed in Business Online Banking. Your Accounts will continue to be governed by the Terms and Conditions of your Account Agreements and your Loan Agreements, except where it is noted in this Agreement. This Agreement will control if there is a conflict with your other Agreements and this Agreement for Business Online Banking services. In addition, each Account and Business Online Banking service is subject to the following:

- Terms or instructions appearing on a screen when using Citizens Business Online Banking services;
- Citizens' rules, procedures and policies applicable to your Accounts;
- Rules and regulations of any funds transfer system used in connection with Business Online Banking; and
- Applicable state and federal laws and regulations.

Access to Business Online Banking

You may access Business Online Banking and your Accounts to check balances, transfer funds and view transaction history. To access Business Online Banking services you must have an ACCESS ID and a PASSWORD and the required hardware and software. You are solely responsible for having the required hardware and software and for securing an Internet service provider. Subject to the terms of this Agreement, Business Online Banking will generally be able to access your Accounts at the <http://www.mybankcitizens.com> Internet site seven days a week, 24 hours a day. An internal transfer requested through Business Online Banking before the transfer cutoff time of 6:00 p.m. Central Standard Time on a business day will generally be posted to your Account the same day. All transfers requested after the posted transfer cutoff time on a business day or on a day that is not a business day, will be posted on the next business day. Every day is considered to be a business day except for Saturdays, Sundays and banking holidays.

At certain times, Business Online Banking may not be available due to system maintenance or circumstances beyond our control. During these times, you may use Citizens Telephone Banking (1-800-237-9809), a Citizens automated teller machine (“ATM”), visit your nearest Citizens branch location or call our Business Resource Center at 1-888-811-6344 to obtain information about your Accounts.

During your Business Online Banking session, you will be automatically disconnected following 10 minutes of inactivity. You may then sign-on again, if desired.

Password and Access ID

A separate ACCESS ID and PASSWORD will be given to you and each of your authorized representatives allowing access to Business Online Banking. During the first login session, you and each of your authorized representatives are required to change the password we sent to you in your password letter. Thereafter, passwords can be changed online at any time for Business Online Banking. Online passwords are case sensitive and must be at least seven to twelve alpha and numeric characters. We recommend that your passwords be changed regularly.

You will be responsible for contacting Citizens each time you would like an employee added or removed from your online profile or your account(s). Access to your accounts through Business Online Banking will be based upon the identification of users and authority levels as specified by you on your Client Authorization. We undertake no obligation to monitor transactions through Business Online Banking to determine that they are made on behalf of the account holder.

We are entitled to act on instructions received under your ACCESS ID and PASSWORD. You are responsible for familiarizing all authorized signers with the terms of this Agreement and for keeping your Business Online Banking ACCESS ID and PASSWORD confidential.

Multi-Factor Authentication

Citizens has added an additional layer of security to Business Online Banking known as Multi-Factor Authentication. Customers utilizing the wire transfer or ACH (automated clearing house) amenities are issued a Go3 Token which provides a different eight digit password upon each use. The password is then inserted along with the User ID in order to gain access to the secure business online banking platform. Individuals assigned a token are responsible to secure the token and immediately report lost or stolen information to the Business Resource Center at 1-888-811-6344.

Electronic Mail (Email)

You can communicate with us via email at businessbanking@citiz.com. Please remember that we will not immediately receive an electronic message sent by you. If you need to contact us immediately, please call 1-888-811-6344 or your local Citizens Banking Center. No action will be taken on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act upon it. You cannot use email to make an Account balance inquiry, a stop payment or a funds transfer. You cannot use email to cancel a transfer or to make a loan payment. Never send us your Business Online Banking ACCESS ID, PASSWORD or other sensitive Citizens Account information via email.

Account Statements

All of your daily transactions, payments, and funds transfers will appear on Business Online Banking and on your Account statement(s). You can access transactional information for your current statement cycle. Your previous bank statement may be available for up to 30 days after your statement end date.

Electronic Statements, Disclosures, and Notices

Your consent is required prior to receiving electronic statements, disclosures and notices. You must provide us with your email address, which is needed to communicate with you electronically. You must also provide the Bank with an update should your email address change in the future.

If the email sent to you is returned to us as undeliverable, a paper statement / notice will be produced and mailed to the postal address appearing on the statement / notice.

To view electronic statements / notices you will need Adobe Acrobat Reader.

You can withdraw your request at anytime by calling 1-888-811-6344 or writing us at Citizens Financial Bank, PO Box 9129, Highland, IN 46322.

We reserve the right to provide any disclosure or notices in writing, rather than electronically.

Business Online Banking Services

To use Business Online Banking you need:

- A Citizens business or commercial Deposit Account.
- Service through an Internet service provider.
- A computer and 128 bit SSL (Secured Sockets Layer) encryption, and one of the following:
 - Microsoft Internet Explorer version 5.5 (for PC's)
 - Mozilla Firefox version 1.5.0.1 (for Macintosh)
- A Business Online Banking ACCESS ID and PASSWORD for each authorized representative.

Available Business Online Banking services may include, but are not limited to, the following functions:

- Transfer funds between your linked Accounts, either on a one-time or recurring basis.
- Make payments to your Citizens loans.
- Ability to draw on your Line of Credit and transfer to Checking. (Restrictions Apply. Contact our Business Resource Center for more information.)
- Process Direct Deposit of Payroll.
- Make Tax Payments.
- Initiate Domestic and International Wire Transfer requests.

- Transfer funds to external accounts via ACH.
- Submit Stop Payment order requests.
- View previous day balance information for your linked checking, money market deposit, savings and loan accounts.
- Review transactions for the current statement cycle and transactions from your previous bank statement for up to 30 business days after your statement end date.
- Access all your Accounts.

Feature

Benefit

Allow multiple users with unique passwords to access the system	Allows employees to conduct bank business on your behalf.
Controlled functionality by user	Limits access time and to which assigned accounts by authorized employee.
Internal Transfers between Citizens accounts	Moves money without making a trip to the bank.
Linked Accounts	Allows access to all your accounts through one application.
ACH Capability	Processes direct deposit of employee payroll, tax payments, cash management transfers or payments to trading partners.
Wire Transfers	Funds transferred electronically and in a timely manner. Eliminates a trip to the bank.
Stop Payments	Submits stop payments without making a trip to the bank. Saves money by processing a stop payment online.
Export transactions	Exports transaction information to a personal finance application, i.e., Quicken/QuickBooks, Microsoft Money, Comma Separated File, or Windows Clipboard. Assists you in managing your finances.
Check Images	Images of the front and back of checks presented against your account are available within the current and previous statement options.

Account Access

You choose the Accounts that you want access to through Business Online Banking. You can also customize the security levels of your authorized employees and set limits on their online access time when you provide account set-up information to us.

ACH Credit and Debit Entries

We will initiate properly authorized and completed ACH Credit and Debit Entries (subject to funds availability) on the business day that the request was received (or a future requested business day)

provided the requests are received by us prior to the posted online cutoff time of 5:00 p.m. and are in compliance with the Business Online Banking ACH Agreement. You agree to comply with and be subject to the applicable NACHA Operating Rules, as amended from time to time. You can obtain a copy of the Rules by contacting Electronic Payments Network, 2305 LaSalle Street, Suite 700, Chicago, IL 60604 or by telephone at 1-800-875-2242. Your specific duties and responsibilities set forth in this Agreement and the ACH Agreement shall in no way limit this undertaking.

Funds Transfer

We will initiate properly authorized and completed Funds Transfer Requests, as defined by Article 4A of the Uniform Commercial Code (“UCC4A”), subject to funds availability, which are communicated to us online on the date requested provided the request is received by us prior to the posted online cutoff time of 10:00 a.m. for international wires and 1:30 p.m. for domestic wires and the request includes all required information. We may make payments solely on the basis of the account number provided as proper identification of the intended beneficiary.

We shall not be liable for any delay or refusal to honor instructions for a transfer or related act if, in good faith, we are unable to satisfy ourselves that the instructions are provided by an authorized employee. Our failure to verify or authenticate the transactions shall not be evidence of any failure to exercise reasonable care or good faith. If you did not authorize a payment order, the applicable provisions of UCC 4A will govern liability. You acknowledge that orders may not be initiated that violates the laws of the United States, including the economic sanctions administered by the U.S. Treasury’s Office of Foreign Assets Control (OFAC).

We agree to make reasonable efforts to complete all fund transfers as requested. We will be responsible for acting only on those instructions actually received by us and cannot assume responsibility for malfunctions in communication facilities or acts of others not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any loss or harm to you if you provide us with incorrect wire instructions or if your instructions are not received prior to our published cut off times.

We agree that you may, at your discretion and liability, grant other business representatives account funds transfer authority as may be in conflict with, or in contravention of multiple signature requirements specified by the account’s signature card on file with us. You agree that in the event such authority is granted we shall be absolved of any and all responsible, duty, obligation or liability concerning acceptance of funds transfer instructions received from your individual business representative.

You have no right to cancel or amend a transfer after we execute it. We may attempt to revoke an order, which has not been executed if the request is received at a time and manner that gives us a reasonable time to act upon it; however, we make no warranty as to our ability to revoke or cancel a transfer once it is made. You agree to hold us harmless against claims of third parties when you revoke or cancel any Funds Transfer instructions.

Stop Payment Requests

We will accept online requests from an authorized employee to stop payment on any check, except for cashier’s checks, official checks, teller’s checks or other cash equivalent items. We will process requests received prior to the posted cutoff time of 6:00 p.m. on the same Business Day received. Requests received after the posted cutoff time will be processed on the next business day. We must receive a stop payment request at a time and manner that will give us a reasonable opportunity to act upon it prior to presentment of the item.

Stop payment requests are not effective if, either before or within 24 hours of when the stop payment order was placed, we have already cashed the item or become otherwise legally obligated for its payment. Stop payment requests are processed electronically. We will assume no responsibility if any information provided to us is incorrect, incomplete or in a manner that would result in the check being paid (i.e., incorrect check number, amount, account number or date). Once placed, the stop payment order will remain in effect for six months from the date when it was made. An authorized business representative may renew the stop payment order for an additional six-month period when the expiration date arrives. You are responsible for monitoring the expiration of stop payments. No notice will be provided to you that a stop payment is expiring. A fee will be charged for each stop payment and extension thereafter.

In order to cancel a stop payment, an authorized representative is required to fax or deliver a written request to a Citizens location. Stop payments cannot be canceled by telephone or via email.

Liability

Your Responsibility to Notify us

Call us IMMEDIATELY at 1-888-811-6344 if you believe that any ACCESS ID or PASSWORD has been lost or stolen, or if you believe someone has transferred or may transfer money from your Citizens Account without your permission, or if you suspect any fraudulent activity on your Citizens Account.

Contact by Citizens or Affiliated Parties

No Citizens employee will contact you via email or by telephone requesting your ACCESS ID or your PASSWORD. If you are contacted by anyone requesting this information, please alert us immediately.

Our Liability

Our liability to you is limited to the extent stated in any other Account and/or Loan Agreements, Notices, and other Disclosures that have been or are separately provided to you from time to time regarding your Citizens Accounts and/or this Agreement. This section explains the complete extent of our liability to you only to the extent that it has not been separately disclosed to you under any other Agreements, Notices, or Disclosures.

Neither Citizens, nor any of its directors, employees or agents makes any representations or warranties of any kind regarding the performance or quality of the Citizens Business Online Banking services or the results that may be obtained from using the Citizens Business Online Banking services. Citizens specifically disclaims any express or implied warranties, including, without limitation, warranties of fitness for a particular purpose, warranties of merchantability or warranties against infringement.

Neither Citizens, nor any of its directors, employees or agents shall be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages, resulting from or caused by the use, or attempted use, of the Citizens Business Online Banking service, or its content, including, without limitation, losses related to: your use, or inability to use, the Citizens Business Online Banking service; any errors, omissions or defects in any content; any interruptions or delays in transmission to the Citizens Business Online Banking service; or computer viruses or worms received by you as a result of your use of the Citizens Business Online Banking service. In any event, any liability of Citizens, its employees, agents, content providers and licensors shall not exceed those amounts specifically provided for in this Agreement.

Further, we will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not made in accordance with any term or condition applicable to the relevant service in this Internet Banking Agreement or your Citizens Account Agreement;

- We have reason to believe may not have been authorized by you or any third person whose authorization we believe is necessary, or which involves funds subject to a hold, dispute, restriction or legal process that we believe prevents their withdrawal;
- Would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- Is not made in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for your protection, or ours.

Indemnification

Except to the extent of Citizens' liability pursuant to the terms of this Agreement or any other Agreement or notice that otherwise governs your Citizens Account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from any and all loss, liability, claims, demands, judgments and expenses (including attorney's fees) arising out of, or in any way connected with, your use or misuse of Business Online Banking. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Business Online Banking by you, or your authorized representative.

Corporate and Partnership Authorizations

You represent that each authorized representative who has been issued an ACCESS ID and PASSWORD has general authority from your organization to give instructions within the access capability associated with such ACCESS ID and PASSWORD (including general authority over the movement of your organization's funds and over accounts with Citizens), all as evidenced by the banking resolution, partnership declaration or other agreements you have provided to Citizens, and that Citizens has full authorization from your organization to rely and act upon instructions identified by such ACCESS ID and PASSWORD.

Protecting your Password

You agree that we may send notices and other communications, including your ACCESS ID and PASSWORD, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Citizens will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your PASSWORD secure and strictly confidential, providing it only to authorized representatives on your Account(s); 2) instruct each person to whom you give a PASSWORD that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new PASSWORD if you believe a PASSWORD may have become known to an unauthorized person.

We will have no liability to you for any unauthorized payment or transfer including wire transfer made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your PASSWORD even without receiving such notice from you, if we suspect a PASSWORD is being used in an unauthorized or fraudulent manner.

Acknowledgement of Commercially Reasonable Security Procedures

By using Business Online Banking, you acknowledge and agree that this Agreement sets forth security

procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

Limitation of Citizens' Liability

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due.

In no event shall the Bank be liable for any special, consequential or exemplary damages, including, but not limited to, lost profits from any cause whatsoever arising out of, or in any way connected with this Agreement, or for failure to make the System available to the customer.

Unless otherwise required by law, in no event will we be liable to you 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.

Miscellaneous

The Bank may amend the terms of the Agreement from time to time by notice to the Account holder. Either party may terminate this Agreement upon ten (10) days written notice to the other.

General Provisions

Termination

Unless otherwise required by applicable law, Citizens may terminate this Agreement and/or your access to Business Online Banking, in whole or in part, at our discretion at any time. If reinstated, the current terms of this Agreement will control. You may request reinstatement of Business Online Banking by calling Citizens at 1-888-811-6344.

You agree that we can terminate or limit your access to Business Online Banking services for any of the following reasons:

- a. Upon three (3) business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close an existing Primary Checking account.
- b. If you do not login to Business Online Banking or have any transaction scheduled through Business Online Banking during any consecutive six-month period. If you wish to reinstate Business Online Banking, you must contact the Business Resource Center.

Assignment

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Notices

Unless otherwise required by applicable law, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically to your internet address as reflected in our then current records. It is your responsibility to immediately notify us of any changes in your email address.

Disclosure of Information

The circumstances under which we will disclose information about you or your Citizens Accounts, has been separately disclosed to you in our Privacy Policy and in other disclosures which have been provided directly to you. Our Privacy Policy may change from time to time and is always available on-line and at our banking locations.

Authorization to Obtain Information

You agree that we may obtain and review your credit report from a credit bureau at any time during the life of this Agreement.

Areas of Service

Business Online Banking services are available through Citizens' branches and are generally available only to businesses whose principal officers are located in Indiana and Illinois and are solely offered to business registered to do business in the United States of America.

Venue

Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of Indiana or Illinois.

Legal Process

If we are served with any notice of lien, attachment, levy, garnishment or other legal process relating to you or your Citizens Account, we are authorized without notice to you or any joint Account Holder, except where required by law, to withhold the withdrawal or payment of so much of the funds in your Citizens Account that may be the subject of such notice or legal process. We may disburse such amount out of your Account to a court or to such persons as applicable state or federal law either requires or permits because of such powers. We have no liability to you for such withholding or disbursements or for refusal by us to permit withdrawals or payment against your Account because of a court order or other legal process, including the return by us of items presented against your Account as unpaid that otherwise would be paid. Any lien, attachment, levy, or garnishment against your Account is subject to our right of set-off as provided in the Agreement unless prohibited by law. You agree to pay our costs and expenses for complying with such legal process, including legal costs and attorney's fees, costs of research and copying and administrative fees.

Arbitration

You and we agree that all disputes, claims and controversies between us, whether individual or joint in nature, arising from this Agreement shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed. No act to take or dispose of any property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes without limitation, obtaining injunctive relief or a temporary restraining order. Judgment upon

any award rendered by any arbitrator may be entered in any court having jurisdiction located in Indiana or Illinois. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, which would otherwise be applicable in an action brought by a party, shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation and enforcement of this arbitration provision.

Governing Law

This Agreement will be governed by, construed and enforced in accordance with applicable federal law and otherwise under the laws of the State of Indiana.