

THIS AGREEMENT and an Application Form is a contract for Online Banking Services provided by Citizens Independent Bank (“Citizens”) to Customer. Both parties agree that the services described and provided by Citizens will be subject to the terms and conditions set forth below:

1. General. The online banking services subject to this Agreement include account information reporting, electronic funds transfer services, account maintenance services, and other online products and services that may be offered in the future (“Online Services”). Customer accesses these services with a compliant web browser over the Internet. In this Agreement, the words “we,” “our,” and “us” mean Citizens. “You” and “your” refer to the Customer.

2. Other Agreements. The terms and conditions in this Agreement are in addition to any deposit account agreements Customer has with Citizens, including signature cards, account terms and conditions, schedules, disclosures, and change of terms notices (the “Deposit Agreements”). The terms and conditions in this Agreement are also in addition to any loan or credit agreements Customer has with Citizens, including documents containing terms and conditions, schedules, and disclosures (the “Loan Agreements”). Further, the terms and conditions in this Agreement are in addition to the terms and conditions of separate ACH agreements, wire transfer agreements, disclaimers, and terms and conditions posted on Citizens’ web site, as may be amended from time to time, and applicable laws and regulations.

3. Electronic Funds Transfer Act. Some of the transactions permitted through Online Services may be governed by the Electronic Funds Transfer Act (the “EFTA”), and some of the terms and conditions of this Agreement are disclosures required by the EFTA. Commercial account holders are not covered by the EFTA and therefore certain provisions will not be applied to commercial accounts.

4. Computer Requirements. To use Online Services, Customer will need its own computer and related equipment and a compliant web browser that supports at least 128 bit encryption (“Customer’s Computer”).

Customer is responsible for the installation, maintenance, and operation of Customer’s Computer. Citizens is not responsible for any errors or failures from any malfunction of Customer’s Computer and Citizens is not responsible for any computer virus or related problems that may be associated with the use of Customer’s Computer.

5. Online Account Access. Customer may gain access to the following types of accounts using the Online Services:

- Checking
- Savings
- Money Market Savings
- Certificates of Deposit/IRAs
- Line of Credit
- Loan

In most cases, Customer may gain access to deposit accounts in which Customer has an unrestricted right to withdraw funds and to line of credit and loan accounts in which Customer has an unrestricted right to borrow money. Citizens may, in its sole discretion, deny Online Services account access or restrict Online Services account transactions under certain circumstances.

6. Description of Online Services. Customer may subscribe for some or all of the following Online Services:

6.1 Internet Banking: NetTeller.

If you subscribe to this service, you may:

- obtain current account information,
- view current interest rates,
- download account information into Quicken and Microsoft Money,
- transfer funds between deposit and loan accounts,
- place check orders,
- review stop payments.

6.2 Cash Management:

If you subscribe to this service, you may:

- review and download account balance and transaction information for deposit and loan accounts,
- transfer funds between checking, savings, money market savings and loan accounts at Citizens,
- use it for ACH services,
- use it for Wire Transfer services
- use it to stop payments.

6.3. Bill Payment:

To subscribe to Bill Pay, Customer must have at least one checking account with Citizens. If Customer subscribes to this service, Customer may use Bill Pay to make payments from their designated checking account. Customer may not designate an account that requires two or more signatures to make withdrawals.

Payment instructions must include the complete name of the payee, the account number, the payee’s remittance address, the amount of payment, and the date Customer wants the payment debited from the account.

After Customer issues a payment instruction, payment will be made by transferring funds electronically from Customer’s account and either electronically crediting payee’s account or by preparing a check made payable to the payee.

Customers can only pay payees with United States addresses. While most payments can be made using Bill Pay, Citizens reserves the right to refuse to pay certain payees.

Customer may use Bill Pay to authorize automatic recurring payments. These payments must be for the same amount each month and will be paid on the same calendar day of each month, or on the following business day if the regular payment date falls on a weekend or holiday.

When Customer has entered and transmitted a payment instruction, Customer authorizes Citizens to debit Customer's account accordingly. If there are insufficient funds in the Customer's account to make payments Customer has authorized, Citizens may either refuse to pay the item or it may make the payment and thereby overdraw the account. In either event, Customer is responsible for any non-sufficient funds ("NSF") or overdraft charges Citizens may impose, as stated in the Deposit Agreements. Citizens reserves the right to refuse to honor payment requests that reasonably appear to Citizens to be fraudulent or erroneous.

6.4 The features of Online Services described in paragraphs 6.1, 6.2 and 6.3 above are limited by and subject to the following terms and conditions:

- Customer's ability to transfer funds between certain accounts is limited by federal law, as stated in the Deposit Agreements. For example, Customer can make no more than six (6) transfers from a savings or money market savings account during each statement period. Funds transfers and bill payments made using both Online Services and the other transfer methods described in the Deposit Agreements are counted against the permissible number of transfers.
- Transfers initiated through Online Services before 6:00pm (Central Standard Time) on a business day are posted to your account the same day unless Citizens closes early (for instance on Christmas Eve) in which case it will be posted on the next business day. Transfers completed after 6:00pm (Central Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. Online Services identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, Customer understands and acknowledges that the Online Services screens may not reflect transfers made by multiple users from the same account if different login IDs are used. Customer agrees to communicate with any other persons with authorized access to accounts concerning any transfers or bill payments from the accounts in order to avoid overdrafts.
- Each transfer made from a demand deposit account that triggers a line of credit is treated as a cash advance from that account and is subject to terms of the Loan Agreements.
- Citizens reserves the right to limit the frequency and dollar amount of transactions from Customer's accounts for security reasons.
- *ACH Transfers.* Customer acknowledges that the ACH feature of Online Services is an alternate entry system for issuing funds transfer requests to the Automated Clearing House network. A separate ACH Agreement between the Customer and Citizens is required. This ACH Agreement shall govern the acceptance and liability for all ACH Transfer requests.
- *Wire Transfers.* Customer acknowledges that the Wire Transfer feature of Online Services is an alternate entry

system for issuing wire transfer orders between the Customer and Citizens. A separate Wire Transfer Agreement between the Customer and Citizens is required. The Wire Transfer Agreement shall govern the acceptance and liability for all Wire Transfer requests.

- Transactional information for Customer's accounts will be available for a period of no more than ninety (90) days prior to the date of inquiry.
- Citizens will not immediately receive correspondence sent by Customer through E-Mail. Therefore, Customer should not rely on E-Mail if Customer needs to communicate with Citizens immediately. For example, if Customer needs to report an unauthorized transaction, Customer must contact Citizens immediately. Citizens will not take actions based on E-Mail requests until it actually receives the message and has a reasonable opportunity to act.
- Where Customer has access to funds transfer features of the Online Services, which include Wire Transfer, ACH Transfer or Book Transfer, Citizens may consider funds transfer requests received from Customer as having been authorized by Customer, and Citizens shall be held harmless from executing any such funds transfer request.

7. Scheduling Bill Pay Payments. When using Bill Pay, Customer should enter and transmit bill payment instructions at least five (5) days before a bill is due. Citizens is not responsible for timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the payee to properly post a payment to Customer's account. Customer is responsible for any late payment or finance charges that may be imposed by the payee.

8. Canceling and Stopping Payments.

8.1 Canceling a Bill Payment. To cancel a bill payment that Customer has scheduled through Online Services, Customer must cancel the payment online via Online Services (by following the onscreen instructions). Customer can only cancel a bill payment if the payment is still in a pending status.

8.2 Stop-Payment Requests. Once the bill payment has been debited from Customer's account, Customer CANNOT cancel or stop a bill payment which has been paid electronically. Customer may be able to stop an Online Services bill payment paid by paper draft by contacting Citizens by telephone before the paper draft has cleared. (Customer will have to contact Citizens by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, Citizens will immediately process Customer's stop-payment request. Citizens will notify Customer immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment screen.

Customer acknowledges that the stop payment feature of the Online Services is an alternate entry system for issuing stop payment orders between Customer and Citizens. When

using Online Services to stop payments, Customer should follow the onscreen instructions. Prior to requesting a stop payment, Customer must first verify that the item has not already been posted to Customer's account. If a stopped item has already been paid prior to Citizens' entry of the request, then Citizens shall not be liable for any loss incurred by Customer arising from the event.

Customer may initiate stop-payment requests online via Online Services only for paper checks you have written (non-electronically) on your Citizens accounts (not bill pay paper drafts). Online stop-payment requests received before 6:00pm Central Standard Time are typically processed on the same business day they are received. Stop payment requests received after 6:00pm Central Standard Time are typically processed on the next business day. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check.

If Customer makes stop-payment requests online or by telephone, Citizens may also require Customer to provide Citizens with a written, paper request within fourteen (14) days. If Customer elects to cancel or stop payment using Online Services, such requests will not be effective until Citizens acknowledges receipt. Customer will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. In the event Customer wants to stop a bill pay paper draft, stop payment charges incurred by the third party check processor will be assessed.

9. Business Days and Hours of Operation. Online Services can only make transfers and bill payments on business days. The business days for Citizens are normally Monday through Friday. Holidays are not business days. Customer may use Online Services to access accounts twenty-four (24) hours a day, seven (7) days a week, except during any special maintenance periods.

10. Access Codes, Personal Identification Numbers ("PINs"), and Passwords. Once Customer's application for Online Services is accepted, Citizens will provide Customer an access code and issue Customer a temporary personal identification number ("PIN") to initiate transactions and download Customer's account information with Online Services. Customer is required to change his or her PIN before Customer may initiate transactions and download account information with Online Services. In addition, after Citizens provides initial account access as requested by Customer, Customer is solely responsible for maintaining, terminating, and granting account access. Customer agrees to keep all security and access codes, PINs, and passwords confidential to prevent unauthorized access to Customer's accounts and to prevent unauthorized use of Online Services. Customer is responsible for any transactions, including charges or fees, made by another person if Customer provides access codes, PINs, or passwords to another person, even if that person is not an account-holder, and that such transactions will be deemed to be "authorized transactions" under the EFTA.

To help safeguard PINs and passwords, Customer should change PINs and passwords frequently. Citizens recommends that

Customer create a password that uses both upper and lower case alpha and numeric characters for purposes of security. Customer's PINs and passwords should not be associated with any commonly known personal identification, such as social security numbers, addresses, dates of birth, or names of children. For security purposes, Customer should memorize PINs and passwords and not write them down. If Customer forgets a PIN or password, Customer must contact Citizens to have a new temporary PIN or password issued. It may take several days before customer receives this temporary PIN or password.

11. Security. Customer understands the importance of Customer's role in preventing misuse of Customer accounts through Online Services and agrees to promptly examine statements for each of Customer's accounts as soon as Customer receives them. Customer agrees to protect the confidentiality of Customer's account and account number, and Customer's personal identification information such as driver's license number and social security number. Customer understands that personal identification information by itself, or together with information related to Customer's account, may allow unauthorized entry and access to Customer's account. Customer's password and PIN are intended to provide security against unauthorized entry and access to Customer's accounts. Data transferred via Online Services is encrypted in an effort to provide transmission security and Online Services utilizes identification technology to verify that the sender and receiver of Online Services transmissions can be appropriately identified by each other. Notwithstanding Citizens' efforts to insure that Online Services is secure, Customer acknowledges that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Citizens cannot and does not warrant that all data transfers utilizing Citizens Online Services, or e-mail transmitted to and from Citizens, will not be monitored or read by others.

12. Fees. Fees payable by Customer for access to and use of the Online Services shall be at a rate specified by Citizens' fee schedule, which may be amended from time to time. Citizens may change fees upon thirty (30) days prior written notice to Customer. Customer authorizes Citizens to deduct all applicable fees from any deposit account Customer has at Citizens. Customer is responsible for telephone and Internet service fees incurred in connection with using Online Services.

13. Periodic Statements. Customer will not receive a separate Online Services statement. Citizens will mail or deliver (electronically or otherwise) to Customer periodic statements for Customer's accounts with the regularity provided for in the Deposit and Loan Agreements. In addition to reflecting Customer's other account activity, the statements will include any transfers or bill payments authorized using Online Services.

14. Customer's Responsibility. Customer is responsible for all transfers and bill payments Customer authorized using Online Services. If Customer permits other persons to use Online Services or security codes, Customer is responsible for any transactions those persons authorize from deposit and credit accounts. Customer should notify Citizens immediately if

Customer believes any of Customer's accounts have been accessed or Customer's security code has been used without Customer's permission. Contacting Citizens immediately will help Customer reduce his/her potential losses.

Customer can lose no more than \$50 if Customer notifies Citizens within two (2) business days of discovering any unauthorized use of Online Services or Customer's security code. However, Customer can lose as much as \$500 if Customer does not notify Citizens within two (2) business days of discovering the unauthorized use and Citizens can prove that it could have prevented the unauthorized use had it been notified. The limitations on Customer liability described in this paragraph do not apply to commercial accounts.

If Customer does not report unauthorized transactions that appear on any of Customer's periodic statements within sixty (60) days after such statements are conveyed to Customer, Customer risks unlimited losses on transactions made after the sixty (60) day period if Citizens can show that it could have prevented the unauthorized use had it been notified within this sixty (60) day period.

15. Citizens' Responsibility. Citizens is responsible for completing transfers and bill payments on time according to Customer's properly entered and transmitted instructions. However, Citizens will not be liable:

- If Customer does not have adequate money in a deposit account to complete a transaction from that account, or if that account has been closed;
- If Customer does not have an adequate credit limit in a credit account to complete a transaction from that account, or if that account has been frozen or closed;
- If Customer has not properly followed software or Online Services instructions on how to make a transfer or bill payment;
- If Customer has not given Citizens complete, correct, and current instructions so that Citizens can make a transfer or bill payment;
- If Customer does not authorize a bill payment soon enough for payment to be made and properly credited by the payee by the time it is due;
- If Citizens makes a timely bill payment but the payee nevertheless does not credit payment promptly after receipt;
- If withdrawals from any of Customer's linked accounts have been prohibited by a court order such as a garnishment or other legal process;
- If Customer's Computer, the software, the web browser, the ISP or Online Services was not working properly and this problem should have been apparent to Customer when Customer attempted to authorize a transfer or bill payment;
- If circumstances beyond Citizens' control prevent making a transfer or payment, despite reasonable precautions that Citizens has taken. Such circumstances include telecommunication outages, postal strikes, delays caused by payees, fires, and floods.

There may be other exceptions to Citizens' liability as stated in the Deposit and Loan Agreements.

16. Disclaimer of Warranty and Limitation of Liability.

Citizens makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Services provided to Customer under this Agreement. Citizens does not and cannot warrant that the Online Services will operate without errors, or that any or all Online Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, Customer agrees that Citizens and its officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of Customer's use of or access to Online Services, including loss of profits, revenue, data or use by Customer or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Citizens and its affiliates exceed the amounts paid by Customer for the services provided to Customer through Online Services.

17. Disclosure of Account Information to Others and Information Sharing Opt-Out.

17.1 Disclosure of Account Information To Others.

Citizens may disclose information to third parties about Customer's accounts. Citizens has entered into an agreement to have another party provide the Online Services functions. Citizens will provide this party with information about Customer's linked accounts, Online Services transactions, and E-Mail messages to carry out Customer's instructions.

In addition, Citizens may disclose information:

- Where it is necessary for completing transfers and bill payments;
- In order to verify the existence and condition of a payment account for a payee or holder of a check issued by Online Services;
- In order to comply with laws, governmental agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information;
- At Citizens' discretion, Citizens may disclose to affiliated companies information about Customer's accounts and transactions Customer has made to or from his/her accounts;
- If Customer provides written permission.

Please review Citizens' information handling practices and Privacy Policy for further details.

17.2 Information Sharing Opt-Out.

By requesting Online Services, Customer agrees that Citizens may disclose Customer's account information with third parties as described above. Customer understands that the service will not be provided if Customer does not agree to the information sharing practices described above.

18. Error Resolution. In case of errors or questions about Customer's Online Services transactions, please call the Customer Service telephone number listed in paragraph 25.

a. Error Procedures for Commercial Accounts.

If Customer is a commercial account holder and has a question about the statement or believes an error has occurred which could not be resolved by calling the Customer Service telephone number, please contact Citizens. The error resolution procedures contained in the remainder of this section do not apply to commercial accounts.

b. If Customer thinks a statement is wrong, or if Customer needs more information about a transfer listed on a statement, Customer should contact Citizens as soon as Customer can. Citizens must hear from Customer no later than sixty (60) days after Citizens sent the FIRST statement (electronic or otherwise) upon which the problem or error appeared. When Customer contacts Citizens:

- Tell Citizens your name and account number.
- Describe the error or 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 the suspected error related to a bill payment made via the Online Services Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question.

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within ten (10) business days.

Citizens will communicate to you the results of our investigation within 10 business days, (twenty (20) business days if the transfer involved a new account), after you contact us and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) business days, (ninety (90) business days if the transfer involved a new account), to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days, (twenty (20) business days if the transfer involved a new account), 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 in the form of a paper writing within ten (10) business days, we may not provisionally credit your account. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless you already have an established account with us before this account is opened.

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

documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

19. Data Recording. When Customer contacts Online Services to conduct transactions, the information and E-Mail messages Customer enters will be recorded. By using Online Services, Customer consents to such recording.

20. No Signature Required. When using Online Services to pay bills, Customer agrees that Citizens may debit a Payment Account to pay checks that Customer has not signed. When using Online Services to make transfers from credit accounts, Customer agrees that Citizens may take any action required to obtain cash advances on Customer's behalf, including charging a linked credit account at Citizens or at an affiliate bank, without Customer's signature.

21. Authorized User Access. Customer may request that another person (the "Authorized User") have access to accounts owned by Customer using the Online Service. As set forth in paragraph 10, Customer is responsible for granting, terminating, and maintaining account access after Citizens provides the initial account access as requested by Customer. "Access" means the Authorized User may use Online Services to conduct transactions (including transferring funds or making payments) or obtain information on accounts owned by Customer. If Customer requests an Authorized User for the Online Services, Customer authorizes the Authorized User to use Online Services to access all current and future checking, savings, line of credit, loans and credit card account(s) on which Customer is an individual or joint owner at Citizens or any of its affiliates. Customer understands and agrees that Customer is responsible for all transactions or actions of the Authorized User on Customer's accounts, including charges and fees, and that all transactions are deemed authorized under the EFTA.

22. Change in Terms. Citizens may change any terms of this Agreement at any time. If the change would result in increased fees for any Online Services, increased liability for Customer, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, Citizens agrees to give Customer notice at least thirty (30) days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic funds transfer system. Citizens will post any required notice of the change in terms on its website or forward it to Customer by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic funds transfer system, Citizens will notify Customer of the change in terms within thirty (30) days after the change becomes effective. Customer's continued use of any or all of the subject Online Services indicates Customer's acceptance of the change in terms. Citizens reserves the right to waive, reduce or reverse charges or fees in individual situations. Customer acknowledges and agrees that changes to fees applicable to specific accounts are governed by the applicable Deposit Agreements, Loan Agreements, schedules and disclosures.

23. Assignment. Citizens may assign its rights and delegate its duties under this Agreement to a company affiliated with Citizens or to any other party.

24. Termination. Customer or Citizens may terminate this Agreement and Customer's Online Services subscription at any time upon giving notice of the termination to the other party. If Customer terminates Online Services, Customer authorizes Citizens to continue making transfers and bill payments Customer has previously authorized and continue to charge monthly fees until such time as Citizens has had a reasonable opportunity to act upon Customer's termination notice. Once Citizens has acted upon Customer's termination notice, Citizens will make no further transfers or payments from Customer's accounts, including any transfers or payments Customer has previously authorized. If Citizens terminates Customer's use of Online Services, Citizens reserves the right to make no further transfers or payments from Customer accounts, including any transactions Customer has previously authorized. If the Online Services is terminated by either party, Citizens is not liable for any losses related to payments not made as a result of termination, for example, re-occurring payments that are not made.

25. Notices and Bank Contact. All notices and other communications provided for in this Agreement shall be in writing at the address indicated below or, if expressly permitted in the Agreement, by telephone at the number indicated below. Citizens shall be entitled to rely on any communication believed by it, in good faith, to be genuine and to have been made by Customer.

- For a Stop Payment, Unauthorized Transaction or Error Resolution request, Customer must alert Customer Service for Online Services immediately at 952-925-6561 and notify Citizens in writing by mailing Customer correspondence to the following address:

Citizens Independent Bank
5000 West 36th Street
St. Louis Park, MN 55416

When notifying Citizens of an Unauthorized Transaction or Error Resolution, Customer must provide to Citizens sufficient information to respond to such a request, including, if applicable, Customer's name (or the name of the person drawing the check or making the payment request), Customer's account number(s), the name of the payee(s), payment or transaction amount and date of the payment or transaction.

- If Customer has any questions regarding Online Services or Online Services transactions, please call us at 952-926-6561, send us an e-mail, or visit our office.

26. Retention. This Agreement should be retained for future reference.

27. Consent to Electronic Delivery of Notices. Customer agrees that any notice or other type of communication provided pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Citizens Online Services website or by E-mail. Customer agrees to notify Citizens immediately of any change in Customer's E-mail address.