



## CitizensNet Application

Customer Name: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Social Security or Tax ID Number: \_\_\_\_\_

Please enroll the accounts below on CitizensNet for viewing access:

DDA	Savings	Loan	CD
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I have received a copy of the CitizensNet Terms and Conditions and consent for the accounts to be enrolled as indicated above.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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<b>For CSB Personnel Only:</b> CitizensNet ID: _____ Date: _____ Initials: _____
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## CitizensNet Terms and Conditions

### The Terms and Conditions for CitizensNet:

**1. Authorized Persons.** The Bank may accept oral or written instructions, including facsimile or electronic transmission of instructions via the Bank's electronic banking system from any persons authorized to sign on the affected account. The Customer agrees to hold the Bank harmless from any costs, suits, expenses, liabilities, damages and attorney's fees arising from or related to the Bank acting in good faith in accordance with instructions of information that was purportedly faxed or sent electronically by the Customer or the Customer's Authorized Persons. The Bank may require further written confirmation of instructions given orally or via facsimile. If at any time any two or more Authorized Persons or other persons purporting to be authorized to act on behalf of Customer gives the Bank conflicting instructions, without liability to the Customer or anyone else, the Bank may (a) honor one or more of the instructions, (b) refuse to honor any of the instructions until we receive jointly agreed instructions from all persons who had issued conflicting instructions, or (c) turn over to a court for disposition any funds subject to conflicting instructions.

**2. Service Charges and Fees.** CitizensNet Banking is complimentary for Bank customers, however, the Bank may change the fees at its discretion, but must provide the Customer thirty (30) days written notice of the changes. If the Customer objects to the changes, the Customer may terminate the services prior to the effective date of the changes.

**3. Confidentiality.** If Customer uses software products provided by the Bank to transmit instructions to the Bank or for other purposes, Customer recognizes that the Bank has a proprietary interest in the software, Customer agrees to keep confidential all software, systems, Customer records, User Guides, procedures, and instructions published or made available to Customer by the Bank. Customer agrees to disclose the Confidential Information to Customer's employees and agents only on a need-to-know basis, and Customer agrees not to disclose the Confidential Information to anyone else without prior written consent from the Bank, except as required by law or as permitted by this Agreement.

**4. Security.** If for any reason you feel your password has been accessed by another person, contact a CitizensNet customer service representative immediately at (979) 596-1421. Some of the services offered by the Bank to Customer require Customer and any third parties whom Customer has designated as Authorized Persons to implement appropriate security measures. The Bank may furnish confidential security procedure materials to any person identified as being authorized. Customer receives security procedures including a CitizensNet Banking user ID and password. Customer agrees that Customer and its Authorized Persons will keep the code confidential. The Bank is not liable for any transactions due to the negligence of the ID number or password.

**5. Electronic Communications.** If Customer provides Bank with an address that permits electronic communication with Customer or if Customer uses an electronic means to communicate with Bank including, without limitation, through the Internet, the Bank may deliver information and documents of any nature to Customer and receive information and documents of any nature from Customer by electronic means. Notwithstanding the above, the Bank, without liability to Customer under this or any other Agreement, refuse to act on a value bearing communication that is not authenticated by a commercially reasonable means or to the Bank's reasonable satisfactions. Customer agrees that Customer is responsible for and Customer agrees that the Bank will not be liable to Customer if any unauthorized person intercepts electronic communications between the Bank in the absence of our negligence. Customer agrees that an electronic notice sent to an address designated by either party under this Agreement that satisfies any commercially reasonable security procedures imposed by the sender constitutes written notice, and that the Bank may, at Bank's sole option, rely on such notice without obtaining a manual signature of one of its Authorized Persons.

**6. Discrepancies/Errors.** Customer must promptly report in writing any error in connection with any discrepancy between Customer's records of Customer's orders and requests (including wire, electronic commerce, and automated clearinghouse payment orders) and the notice Customer receives from Bank regarding Bank's execution of Customer orders and requests. Customer agrees that 60 days is a reasonable time for Customer to notify the Bank of discrepancies, including unauthorized and erroneous payment orders, unless any other applicable Deposit Account Agreements, Rules & Regulations, or laws provide for a shorter notification time. Customer agrees to provide the Bank with all information the Bank reasonably requests in connection with any discrepancy. This paragraph does not modify the Deposit Rules notification requirement regarding checks paid without a properly authorized signature, errors, or discrepancies other than those specifically related to CitizensNet.

**7. Indemnification/Limitation of Liability.** The Bank is not liable for any non-payment. If customer does not allow sufficient time, customer will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. Under normal circumstances, five (5) days should be sufficient time for each payee to receive a payment. The Bank is responsible only for exercising ordinary care in making payments upon Customer's authorization and for sending payments to the designated payee. The bank will not be held liable in any way if customer does not have sufficient funds to make transfer or payment. If the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes in payees account number or address, or any circumstances beyond the control of the bank, the bank will not be liable. Customer will indemnify and hold the Bank, its officers, directors, agents and employees harmless from and against any and all liability, claims, losses, damages, suits, costs or expenses, including attorney's fees, incurred by the Bank arising from the acts or omissions of Customer in connection with this Service. The sole duty of the Bank is to exercise ordinary care in the performance of the obligations under the Terms and Conditions of this Agreement. Customer agrees that the Bank, its officers, directors, agents and employees will not be liable for events or circumstances beyond their reasonable control, and the liability of the Bank, its officers, directors, agents, and employees will be limited to correcting errors caused by the Bank. Customer and Bank agrees that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. IN NO EVENT SHALL THE BANK, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS (WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT THE BANK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES). THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY OF ANY OF THE SERVICES OR SOFTWARE PRODUCTS FOR A PARTICULAR PURPOSE, OR AS TO THE SUITABILITY OR COMPATIBILITY OF OUR SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE USED BY CUSTOMER, PROVIDED UNDER THE SERVICE AGREEMENTS.

**8. Terms and Termination.** The term of this Agreement shall commence on the effective date of this Agreement. Unless otherwise provided, either Bank or Customer may terminate any Service Agreement at any time. Either party may terminate any Service Agreement with such termination to be effective immediately upon notice to the other if (a) the other party fails to comply with the terms of this Agreement or any Service Agreement, (b) the other party has a voluntary or involuntary petition in bankruptcy filed with respect to it, makes an assignment for the benefit of creditors or a receiver or similar authority is charged with administering its assets, (c) any party is required to do so pursuant to any law, regulation or supervisory/regulatory agency, or (d) if Customer's deposit account with the Bank (an "Account") is closed in accordance with the Deposit Account Agreement of CITIZENS STATE BANK, or is made subject to levy, garnishment, attachment or similar process. No termination of this Agreement or any Service Agreement shall affect the rights or obligations of either party which may have arisen or accrued prior to such termination.

If you have any questions relating to your online products, please contact e-Services Department at 979-596-1421 or email, [ebanking@csbt.com](mailto:ebanking@csbt.com)