

# CONSUMER DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURES

CITIZENS BANK OF ADA  
123 West 12th Street P.O. Box 1468  
Ada, OK 74820  
November 1, 2018

This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

## CITIZENS PLATINUM CHECKING

Unlimited Check Writing/Debit Card Transactions  
No charge on first order of personal checks  
Online Banking with Bill Pay  
No Purchase Fees for Cashier's Checks and Money Orders  
3 complimentary Stop Pays (For the lifetime of the account)  
Notary Service  
Monthly Statements with Check Images  
No charge on First Visa Debit Card with Bonus Points Reward Program  
Additional Benefits: Identity Protection & Credit Monitoring.

**Limitations:** You must deposit \$50.00 to open this account.

**Account Fees:** \$4.95 Monthly Service Charge.

## CITIZENS GREEN CHECKING

Paperless Account

Unlimited Debit Card Transactions  
Online Banking with Bill Pay  
Notary Service  
Monthly Statements with Images will be provided online when you sign-up for e-statements  
No charge on First Visa Debit Card with Bonus Points Reward Program  
500 Bonus Point Reward Points

If we are unable to deliver your statement notification electronically, your account may be assessed a paper statement fee until we are able to obtain a valid e-mail address and resume the electronic delivery of your statement notification.

**Limitations:** You must deposit \$50.00 to open this account.

## CITIZENS GOLDEN CHECKING

Offered to those 55 years of age and over

No Minimum Deposit Required

Unlimited Check Writing/Debit Card Transactions  
1/2 Price for all personal check orders  
Online Banking with Bill Pay  
No Purchase Fees for Cashier's Checks and Money Orders  
3 complimentary Stop Pays (For the lifetime of the account)  
Notary Service  
Monthly Statements with Check Images  
No charge on First Visa Debit Card with Bonus Points Reward Program  
Paper Statement Fee may apply.

## CITIZENS CHOICE CHECKING

Unlimited Check Writing/Debit Card Transactions  
No purchase fee on checks-1 package per order per month  
Online Banking with Bill Pay  
No Purchase Fees for Cashier's Checks and Money Orders  
3 complimentary Stop Pays (For the lifetime of the account)  
Notary Service  
Monthly Statements with Check Images  
No charge on First Visa Debit Card with Bonus Points Reward Program  
Additional Benefits: \$10,000 Accidental Death and Dismemberment Insurance.

**Limitations:** You must deposit \$50.00 to open this account.

**Account Fees:** \$8.00 Monthly Service Charge.

## NOW CHECKING ACCOUNT

Unlimited Check Writing/Debit Card Transactions  
Online Banking with Bill Pay  
Notary Service  
Monthly Statements with Check Images  
No charge on First Visa Debit Card with Bonus Points Rewards Program.

**Rate Information:** This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the average daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account without written notification. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly. If the account is closed before interest is credited, you will not receive the accrued interest.

**Balance Information:** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Limitations:** You must deposit \$1,500.00 to open this account. You must maintain a minimum average daily balance of \$1,500.00 to obtain the disclosed annual percentage yield. .

**Account Fees:** A low balance service charge of \$6.95 will be assessed if the average daily balance for the statement cycle falls below \$1,500.00. This will be assessed monthly.

#### REGULAR MONEY MARKET ACCOUNT

Online Banking with Bill Pay  
Notary Service  
Monthly Statements with Check Images.

**Rate Information:** This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the average daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account without written notification. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly. If the account is closed before interest is credited, you will not receive the accrued interest.

**Balance Information:** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Limitations:** You must deposit \$2,500.00 to open this account. You must maintain a minimum average daily balance of \$2,500.00 to obtain the disclosed annual percentage yield . You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**Account Fees:** A low balance service charge of \$8.95 will be assessed if the average daily balance for the statement period falls below \$2,500.00. This will be assessed monthly. An excessive-withdrawal penalty of \$1.00 will be imposed for each debit transaction in excess of 6 per month. This will be assessed monthly.

#### HEALTH SAVINGS ACCOUNT-INDIVIDUAL

Minimum Average Daily Balance Required to Obtain the APY is \$25.00

Unlimited Check Writing/Debit Card Transactions  
Online Banking with Bill Pay  
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No Charge on First Visa Debit Card.

**Rate Information:** This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the average daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account without written notification. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly. If the account is closed before interest is credited, you will not receive the accrued interest.

**Balance Information:** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Limitations:** You must deposit \$25.00 to open this account.

#### HEALTH SAVINGS ACCOUNT-FAMILY

Minimum Average Daily Balance Required to Obtain the APY is \$25.00

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Notary Service  
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No Charge on First Visa Debit Card.

**Rate Information:** This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the average daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account without written notification. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly. If the account is closed before interest is credited, you will not receive the accrued interest.

**Balance Information:** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Limitations:** You must deposit \$25.00 to open this account.

#### REGULAR SAVINGS ACCOUNT

Online Banking  
Notary Service  
Monthly Statements with Images.

**Rate Information:** This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the average daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account without written notification. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly. If the account is closed before interest is credited, you will not receive the accrued interest.

**Balance Information:** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Limitations:** You must deposit \$25.00 to open this account. You must maintain a minimum average daily balance of \$25.00 to obtain the disclosed annual percentage yield. You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**Account Fees:** A low balance service charge of \$1.00 will be imposed if the average daily balance for the quarter falls below \$10.00. This will be assessed quarterly. An excessive-withdrawal penalty of \$1.00 will be imposed for each debit transaction in excess of 6 per month. This will be assessed quarterly.

#### WATCH IT GROW

Higher Annual Percentage Yield for Minors accrues until the balance in the account reaches \$1,000.00 or if the Minor reaches the age of 18.

Online Banking

Notary Service

Monthly Statements with Images

**Rate Information:** This Account is an interest bearing account. The interest rate and annual percentage yield will depend upon the average daily balance in the account as shown on the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account without written notification. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly. If the account is closed before interest is credited, you will not receive the accrued interest.

**Balance Information:** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Limitations:** You must deposit \$25.00 to open this account. You must maintain a minimum average daily balance of \$25.00 to obtain the disclosed annual percentage yield. You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**Account Fees:** A low balance service charge of \$1.00 will be imposed if the average daily balance for the quarter falls below \$10.00. This will be assessed quarterly. An excessive-withdrawal penalty of \$1.00 will be imposed for each debit transaction in excess of 6 per month. This will be assessed quarterly.

#### OTHER ACCOUNT FEES

The following fees apply to all of your accounts with us except Certificates of Deposit and Time Deposit Accounts:

ODP Transfer Fee:	\$5.00-Assessed per transfer per day
Daily Overdraft Fee:	\$3.00-Assessed per day after 5th consecutive business day of your account being overdrawn
Stop-Payment Fee:	\$25.00-Assessed per item
Returned Deposit Item:	\$2.50-Assessed per returned item
Dormant Account Fee:	\$8.00 Assessed Monthly after 24 consecutive months of inactivity

The following fees apply to Citizens Platinum Checking; Citizens Green Checking; Citizens Golden Checking; Citizens Choice Checking; NOW Checking Account; Regular Money Market Account; Health Savings Account-Individual; and Health Savings Account-Family Accounts:

OD Item Limit Fee-Applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means as applicable:	\$29.95-Assessed per item
Paid Item NSF Fee-Applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means as applicable:	\$29.95-Assessed per item
Returned Item Fee (NSF)-Applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means as applicable:	\$29.95-Assessed per item

## MISCELLANEOUS FEES AND CHARGES

### Wires

Wire Transfer-Domestic: \$20.00 per wire  
Wire Transfer-Foreign: \$30.00 per wire

### ATM/Debit Cards

Non-CBA ATM Fee: \$1.00 per transaction  
Debit Card Re-Issue Fee: \$12.00 per card  
VSCK Annual Fee: \$12.00 per additional card  
PIN Mailing Fee: \$5.00 per order

### Bill Pay

Bill Pay-Non Personal Accounts: \$29.95 Per Month  
Bill Pay Monthly Fee: No Charge for Consumers

### Collections

Incoming Collection: \$10.00 per item  
Outgoing Collection: \$10.00 per item

### Maintenance

Paper Statement Fee: \$4.95 Assessed per month  
Account Balancing/Per Hour: \$20.00  
Research Fee/Per Hour: \$20.00  
Research Per Item Printed: \$1.00  
Photocopies/Per Item: \$1.00  
Levy/Garnishment Fee: \$25.00

### Miscellaneous

Multiple Statement Mailing Fee: \$5.95 Assessed per month  
Cashier's Check: \$2.00 per item  
Money Order-Present Customers: \$2.00 per item  
Money Order-Non Customers: \$4.00 per item  
Citizens Move IT(Online Banking): \$2.00  
Pay A Friend(Mobile App.): \$2.00  
External Transfer(Mobile App.) 3-5 Days: \$3.00  
Express External Transfer(Mobile App.) 1-2 Days: \$7.50

## FUNDS AVAILABILITY POLICY DISCLOSURE

**YOUR ABILITY TO WITHDRAW FUNDS AT CITIZENS BANK OF ADA.** Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. However, funds from electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 8:00 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 8:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- \* You deposit checks totaling more than \$5,000 on any one day.
- \* You redeposit a check that has been returned unpaid.
- \* You have overdrawn your account repeatedly in the last six months.
- \* We believe a check you deposit will not be paid.
- \* There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

**Holds On Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Special Rules For New Accounts.** If you are a new customer, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

### Online Banking

**Types of Transactions:** You may access certain account(s) you maintain with us by computer, using your assigned user ID and password, through the online banking service. You may use the online banking service to perform the following functions:

- \* \*Transfer funds between eligible accounts
- \*Obtain balance information on eligible accounts
- \*Review transactions on eligible accounts
- \*Make loan payments
- \*Obtain copy of statement
- \*Request to Open an Account Online (Consumer Accounts Only)
- \*Citizens Move IT

\*Mobile Banking: You may access certain account(s) you maintain with us by any mobile device using your assigned user ID and password by accessing the mobile banking service.

Federal Regulations require Remote Deposit Capture and Mobile Deposit Capture check indorsements (previously "endorsements") to add additional verbiage. The change helps reduce duplicating processed items and potential fraud.

The indorsement on the back of the check must include the following verbiage: "**For Mobile Deposit only to Citizens Bank of Ada**" along with your name and account number. If mobile deposits do not include the proper indorsement, they could be rejected. Once a check is rejected for improper indorsement, do not write the indorsement and try again. Any second attempt to mobile deposit the same check is not allowed as it is viewed as a duplicate. The check will then have to be mailed or presented to the bank.

You may use the mobile banking service to perform the following functions:

- Transfer funds between eligible accounts
- Obtain balance information on eligible accounts
- Bill Payment
- Picture Payment
- Mobile Deposit-Transaction limits may apply. Refer to Mobile Banking Disclosures
- Pay A Friend

### Fees and Charges for Online Service:

- \* There is no charge for using Online Banking or Mobile Banking
- You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, Online Banking, Mobile Banking, or telephone (including data transmission) agreement, order of instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. An excessive-withdrawal penalty of \$1.00 will be imposed for each debit transaction in excess of 6 per month. The fee will be assessed Quarterly for Regular Savings Accounts and Watch It Grow Savings Accounts. This fee will be assessed Monthly for Money Market Checking Accounts.

### Stop Payment Order

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- \* Pay certain recurring bills from your checking or savings account.

### Fees and Charges:

- \* We do not charge for any preauthorized EFTs.
- \* We will charge \$25.00 for each stop-payment order for preauthorized transfers.

### ATM/POS/Debit

**Types of Transactions/Transfers:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- \* Withdraw cash from your checking account.
- \* Withdraw cash from your savings account.
- \* Obtain balance information on your deposit accounts.
  
- \* You may withdraw up to a maximum of \$500.00 (if there are sufficient funds in your account) per day regarding the Consumer ATM/POS/DEBIT Card.  
You may withdraw up to a maximum of \$500.00 worth of goods and services per day, exclusive of ATM withdrawals regarding the Consumer ATM/POS/DEBIT Card.

You may withdraw up to a maximum of \$1,500.00 (if there are sufficient funds in your account) per day regarding the Business ATM/POS/DEBIT Card.

You may purchase up to a maximum of \$1,500.00 worth of goods and services per day, exclusive of ATM withdrawals regarding the Business ATM/POS/DEBIT Card.

#### **Fees and Charges:**

- \* There is no charge for ATM withdrawals at machines owned by us.
- \* There is a \$1.00 charge for each ATM withdrawal at machines we do not own.
- \* There is an Annual Card Fee of \$12.00.
- \* There is a Replacement Card Fee of \$12.00 per card.
- \* Pin Mailing Fee \$5.00.
- \* We do not charge for any POS transactions.

**ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Other EFT Transactions.** You may access certain account(s) you maintain with us by other EFT transaction types as described below.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Check Transactions and Fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

**Liability for Unauthorized VISA Debit Card Transactions.** The following limitations may be applicable to your accounts, except as provided by law:

The zero liability limit described below only applies to debit cards that are United States issued VISA Consumer Cards or VISA Business Cards for transactions processed through a VISA network or, for ATM transactions, a Plus network. The zero liability limit described below does not apply to: (a) other types of VISA commercial debit cards that are not VISA Business Cards; (b) transactions using your personal identification number that are not processed through a VISA network; and (c) ATM transactions which are not sent over VISA or Plus networks.

Tell us **AT ONCE** if you believe your VISA debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your VISA debit card. Your liability for unauthorized VISA debit card transactions that are processed through a VISA or Plus network, as applicable, will be zero dollars (\$0.00). However, to the extent allowed under applicable law (see for example the **Liability for Unauthorized Transfers** paragraph below) we may hold you liable for the entire amount of an unauthorized transaction if we find, based on substantial evidence, that you have been negligent or fraudulent in the handling of your deposit account or VISA debit card.

For VISA Business Cards: An "unauthorized transaction" does not include any transaction allegedly conducted by (a) a business co-owner, (b) the cardholder or person authorized by the cardholder, or (c) any other person with an interest in or authority to transact business on the account.

To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

VISA is a registered trademark of Visa in the United States and other countries.

**In addition to the limitations set forth above, the following limitations may be applicable to your accounts:**

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, or online and/or mobile banking PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (580) 332-6100, or write us at CITIZENS BANK OF ADA, Main, 123 W. 12th St, Ada, OK 74820. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Illegal Transactions.** You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Business Days.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Sunday. Holidays are not included.

**Stop Payments on ATM, POS, or Debit Card Transactions.** You may not place a stop payment order on any ATM, POS, or debit card transaction.

**Documentation.**

**Periodic Statement.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

**Terminal Receipt.** You can get a receipt at the time you make a transfer to or from your account using one of our ATMs or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (580) 332-6100 to find out whether or not the deposit has been made.

**Our Liability for Failure to Make Transfers.** 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:

- \* If, through no fault of ours, you do not have enough money in your account to make the transfer.
- \* If the money in your account is subject to legal process or other claim restricting such transfer.
- \* If the transfer would go over the credit limit on your overdraft line.
- \* If the ATM where you are making the transfer does not have enough cash.
- \* If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- \* If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- \* There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at **(580) 332-6100**, or write us at **CITIZENS BANK OF ADA, Main, 123 W. 12th St, Ada, OK 74820** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. 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.

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 error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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 send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

**Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

- \* To complete transfers as necessary;
- \* To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- \* To comply with government agency or court orders; or
- \* If you give us your written permission.

**Personal Identification Number (PIN).** The ATM PIN or POS PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN or POS PIN available to anyone not authorized to sign on your accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Enforcement.** In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of ATM and POS Services.** You agree that we may terminate this Agreement and your use of the ATM Card or POS services, if:

- \* You or any authorized user of your ATM PIN or POS card or PIN breach this or any other agreement with us;
- \* We have reason to believe that there has been an unauthorized use of your ATM PIN or POS card or PIN;
- \* We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**Preauthorized Electronic Fund Transfers.**

**Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$ 25.00 for each stop payment order you give.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**Member  
FDIC**

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**FACTS****WHAT DOES CITIZENS BANK OF ADA DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>● Social Security number and income</li> <li>● account balances and credit history</li> <li>● credit scores and payment history</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons CITIZENS BANK OF ADA chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does CITIZENS BANK OF ADA share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call (580) 332-6100 or go to <a href="http://www.citizensada.com">www.citizensada.com</a>
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**Who we are**

<b>Who is providing this notice?</b>	Citizens Bank of Ada
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**What we do**

<b>How does CITIZENS BANK OF ADA protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does CITIZENS BANK OF ADA collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>● open an account or deposit money</li> <li>● apply for a loan or pay your bills</li> <li>● use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● <i>CITIZENS BANK OF ADA does not share with our affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● <i>CITIZENS BANK OF ADA does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● <i>CITIZENS BANK OF ADA doesn't jointly market.</i></li> </ul>

**Other important information**

Citizens Bank of Ada complies with Federal and State laws to protect your non public information.
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# OVERDRAFT SERVICES DESCRIPTION

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**Account  
Holder:**

**Financial  
Institution:** CITIZENS BANK OF ADA  
123 West 12th Street P.O. Box 1468  
Ada, OK 74820

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## Overdraft Service Description

(This is a Discretionary Overdraft Service)

It is the policy of our Bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. A non-sufficient funds balance may result from: 1) the payment of checks, electronic funds transfers, or other withdrawal requests; 2) By payments authorized by you; 3) The return of items, unpaid, deposited by you; 4) Service charges imposed by the Bank; 5) The deposit of items which according to the bank's Funds Availability Policy are treated as not available or not yet paid.

**Eligibility:** We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Rather than automatically returning any unpaid non-sufficient funds items that you may have, if your eligible account (primarily used for personal and household purposes) has been open in good standing for at least forty five (45) days and thereafter you maintain your account in good standing, which includes at least; (1) Continuing to make deposits consistent with your past practices, and depositing at least \$450 or more in your account within each thirty (30) day period. (2) You are not in default on any credit obligation to this Bank (Citizens Bank of Ada). (3) You bring your account to a positive balance at least one time every thirty (30) days, and (4) your account is not the subject of any legal or administrative order or levy, we will consider as a discretionary courtesy or service and not a right of yours nor an obligation on our part approving your reasonable overdrafts. If your Chexsystems record contains any type of account abuse, the Overdraft Service will not be available to you. This **discretionary** service will generally be limited to a \$400 overdraft or negative balance for our Citizens "Green" Checking Account or a \$700 overdraft or negative balance for our Citizens Platinum Checking and Citizens Choice Checking Accounts or a \$700 overdraft or negative balance for other eligible Personal Checking Accounts. Please note that any and all bank fees and charges, including without limitations to our Returned Item Fee (NSF), OD Item Limit Fee and Paid Item NSF Fee (as set forth in our fee schedules) will be included in this limit.

**Fees:** \$29.95 per check or other item charged on checks or other item (transactions initiated via an Automated Teller Machine, Automated Clearing House and Point of Sale purchase using your Visa Debit Card) that are drawn on the Overdraft Protection Plan associated with your account (will be shown as "OD Item Limit Fee and/or Paid Item NSF Fee" on your statement). **\$29.95** per check or other item will also be assessed when checks exceed your Overdraft Protection Plan balance (will be shown as "Returned Item Fee (NSF)" on your statement). The checks or other items that exceed your Overdraft Protection Plan will be returned. **\$3.00** per day after 5th consecutive business day of your account being overdrawn. (Will be shown as "Daily Overdraft Fee" on your statement)

**Transactions may not be processed in the order they occur.** It is our policy to process transactions in the order they are presented for payment, in the following order: 1) ONUS ATM. 2) Over the Counter Check-Withdrawal 3) Internal Transfers 4) POS-One Time Visa Debit Card Transactions 5) ACH 6) Online Transfers 7) Foreign ATM Transactions 8) Checks 9) POS-Recurring Visa Debit Card Transactions 10) Fees. Checks of equal size are paid in the order they are received. Please note the order of clearing may affect the number of ODP related fees assessed.

**We may refuse to pay an overdraft for you at any time even though your account is in good standing and even though we may have previously paid overdrafts for you.** You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft plus our Returned Item Fee (NSF), OD Item Limit Fee, Paid Item NSF Fee and Daily Overdraft Fee that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Returned Item Fee (NSF), OD Item Limit Fee, Paid Item NSF Fee and Daily Overdraft Fee.

LIMITATIONS: Available only to eligible personal checking accounts primarily used for personal and household purpose (Business accounts may not be eligible) and we may limit the number of accounts eligible for the Overdraft Protection Plan service to one account per household.

We offer the following Overdraft (ODP) Alternative Products and Services: 1) Automatic Transfer from another account with our bank with sufficient funds, for a \$5.00 daily transfer fee. 2) Sign up for Text/E-Mail Alerts for Low Balance Warnings. 3) ODP Loan Program-For more information, contact one of our loan officers.

You have the right to decline any and all Overdraft Protection Plan(s) at any time, by notifying us in writing of your "opt-out option." This includes your right to revoke Overdraft Services for ATM and One-Time debit card transactions. In regards to the ATM and one-time debit card transactions we may limit the number of overdrafts that may be imposed to 6 per day as well as a De Minimis of \$25.00. Providing written authorization to revoke any and all Overdraft Protection Plan(s) does not guarantee the balance in the account will always remain in a positive status. Ineligibility for the Overdraft Protection Plan(s) does not guarantee the balance in the account will always remain in a positive status.

**Example:** If you have 5 items that overdraft your account, each item will be charged \$29.95. Thus  $5 \times \$29.95 = \$149.75$ . This is the amount in Returned Item Fee (NSF), OD Item Limit Fee and/or Paid Item NSF Fees that you will owe Citizens Bank of Ada.

The Overdraft service does not constitute an actual or implied agreement between you and the bank.

Nor does it constitute an actual or implied obligation of or by the bank. This service represents a purely discretionary courtesy or privilege that the bank may provide to you from time to time and which may be withdrawn or withheld by the bank at any time without prior notice, reason or cause.