## NON PERSONAL DEPOSIT ACCOUNT INITIAL DISCLOSURES

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

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

#### **SMART BUSINESS CHECKING**

Recommended for Small to Moderate Businesses
Unlimited Check Writing/Debit Card Transactions
Online Banking
Notary Service
Monthly Statements with Check Images
No charge on First Visa Debit Card.

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

Account Fees: Excess Debit Fee (Over 55) - \$0.23 Per Debit Item. This fee is assessed if the debit transactions exceed 55 items for the statement cycle.

#### **REGULAR COMMERCIAL CHECKING**

Recommended for Moderate to Large Businesses Unlimited Check Writing/Debit Card Transactions Online Banking Notary Service

Notary Service Monthly Statements with Check Images No charge on First Visa Debit Card

Earnings Credit on 1/10% of Monthly Average Net Collected Balance.

Limitations: You must deposit \$100.00 to open this account.

Account Fees: Per Item Fee-\$0.08. This fee is assessed for each debit and credit transaction that processes through the account for the statement cycle.

Monthly Service Charge Fee \$3.00. Earnings Credit may be used to offset Monthly Service Charge Fee and Per Item fees. 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.

## **BUSINESS PLUS CHECKING**

Unlimited Check Writing/Debit Card Transactions Online Banking Notary Service Monthly Statements with Check Images 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. You must maintain a minimum average daily balance of \$1,500.00 to obtain the disclosed annual percentage yield. 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.

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

## **COMMERCIAL MONEY MARKET**

Online Banking 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. You must maintain a minimum average daily balance of \$2,500.00 to obtain the disclosed annual percentage yield. 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 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 cycle falls below the \$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.

#### NON PERSONAL SAVINGS

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. You must maintain a minimum average daily balance of \$25.00 to obtain the disclosed annual percentage yield. 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.

#### **REPURCHASE SWEEPS**

Tied to a Commercial Checking Account at Citizens Bank of Ada

All funds exceeding a daily balance of \$1,000.00 in the attached Commercial Checking Account are swept into an interest bearing savings account at the end of each business day.

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield are included in 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.

Account Fees: Sweep Monthly Fee \$50.00.

## REPURCHASE SUPER SWEEPS

Tied to a Commercial Checking Account at Citizens Bank of Ada

All funds exceeding a daily balance of \$50,000.00 in the attached Commercial Checking Account are swept into an interest bearing savings account at the end of each business day.

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.

Account Fees: Super Sweep Monthly Fee \$95.00.

#### IOLTA

Rate Information: This Account is an interest bearing account. The interest rate and annual percentage yield are included in the Rate Chart. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account Changes at institution's discretion. 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 this account is used as an IOLTA Trust Account, then Interest (less applicable fees and service charges) will be sent to the Oklahoma Bar Foundation, IOLTA.

**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 \$50.00 to open this account.

#### **OTHER ACCOUNT FEES**

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

\$25.00-Assessed per item

Daily Overdraft Fee:

\$3.00-Assessed per day after 5th consecutive business day of your account being overdrawn

Returned Deposit Item: Dormant Account Fee:

\$2.50-Assessed per returned presentment \$8.00 Assessed Monthly after 24 consecutive months of inactivity

The following fees apply to Smart Business Checking; Regular Commercial Checking; Business Plus Checking; Commercial Money Market; and IOLTA Accounts:

OD Item Limit Fee-Applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means as applicable:

electronic means as applicable.

Paid Item NSF Fee-Applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other

electronic means as applicable:

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 presentment

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\$29.95-Assessed per presentment

#### **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 External Transfer(Mobile App.) 3-5 Days: \$3.00 Express External Transfer(Mobile App.) 1-2 Days: \$7.50

Temporary Check Fee: \$5.00 Per Page

## 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 \$225.00 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 \$5,525.00 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 \$5,525.00 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 \$5,525.00 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 \$5,525.00 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
    - Standard Transfer: \$3.00 fee per transaction

\$20.00 minimum per transaction \$1,000.00 maximum per transaction

\$2,000.00 maximum per day \$5,000.00 maximum per week

Express Transfer:

\$7.50 fee per transaction \$50.00 minimum per transaction \$1,000.00 maximum per day \$5,000.00 maximum per week

#### 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.

### Mobile Banking

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

#### Fees and Charges for Mobile 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
- -Consumer Bill Payment

\$10,000.00 maximum per transaction Standard:

\$20,000.00 maximum per day

- Expedited: \$25.00 fee per transaction

\$500.00 maximum per day

-Picture Payment

- Electronic: \$10,000.00 maximum per transaction per day Paper: \$20,000.00 maximum per transaction per day

-Mobile Deposit

- Daily Maximum Limit: 5 items up to \$2,500.00
- Monthly Maximum Limit: 10 items up to \$5,000.00

-Pay A Friend

- \$2.00 fee per transaction
- \$10.00 minimum per transaction
- \$250.00 maximum per transaction per day

-External Transfer

- Standard Transfer: \$3.00 fee per transaction

\$20.00 minimum per transaction \$1,000.00 maximum per transaction \$2,000.00 maximum per day

\$5,000.00 maximum per week
- Express Transfer: \$7.50 fee per transaction

\$50.00 minimum per transaction \$1,000.00 maximum per day \$5,000.00 maximum per week

#### 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.

#### Combined 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.
- Obtain balance information on your deposit accounts.
- \* ATM/POS/Debit Card Compatible with the following Mobile Wallets:
  - Apple Pay
  - Google Pay
  - Samsung Pay.
- You may withdraw up to a maximum of \$1,010.00 (if there are sufficient funds in your account) per day from an ATM with the Consumer ATM/POS/DEBIT Card.

You may withdraw up to a maximum of \$1,010.00 worth of goods and services per day, excluding ATM withdrawals, with the Consumer ATM/POS/DEBIT Card.

You may withdraw up to a maximum of \$1,510.00 (if there are sufficient funds in your account) per day from an ATM with the Business ATM/POS/DEBIT Card.

You may withdraw up to a maximum of \$1,510.00 worth of goods and services per day, excluding ATM withdrawals, with 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-presentment 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 consumer 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.

The above limitations do not apply to business accounts, unless otherwise required by law. You accept responsibility for implementing commercially reasonable security measures to safeguard your business account card, ATM PIN, or POS card or PIN, Audio Response PIN, or online and/or mobile banking PIN from unauthorized use. If you authorize employees, agents, or others to use your card or code, you shall be liable for transactions conducted by such additional users. You are responsible for promptly examining your statement each statement period and reporting any unauthorized transaction within a reasonable time, not to exceed Sixty (60) calendar days after the statement is made available. 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.

**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.** For consumer accounts, 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.

For business accounts, refer to your account agreement(s) with us.

In Case of Errors or Questions About Your Electronic Transfers. For consumer accounts, 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.

For business accounts, we will generally follow the procedures for error resolution described above, but we are not required to process a claim if you do not notify us within Sixty (60) calendar days after the statement is made available, to give provisional credit, or to investigate your claim within the time periods described above.

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. For preauthorized electronic fund transfers on consumer accounts, the following provisions apply:

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.

For preauthorized electronic fund transfers on business accounts, you may stop payment by notifying us in such time and manner as to allow us

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.

#### SUBSTITUTE CHECK POLICY DISCLOSURE

#### Substitute Checks and Your Rights

#### What is a substitute check?

To make check processing faster, federal law permits credit unions and banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at Citizens Bank of Ada, 123 W. 12th St., Ada, OK, 74820, (580) 332-6100, info@citizensada.bank. You must contact us within 45 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include--

- \* A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- \* An estimate of the amount of your loss;
- \* An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- \* A copy of the Substitute Check

Member FDIC

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## **FACTS**

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

## Why?

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.

## What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

## How?

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?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

**Questions?** 

Call 580-332-6100 or go to www.citizensada.bank

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Who we are	
Who is providing this notice?	Citizens Bank of Ada

What we do	
How does Citizens Bank of Ada protect my personal information?	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.
How does Citizens Bank of Ada collect my personal information?	We collect your personal information, for example, when you  open an account or deposit money apply for a loan or pay your bills use your credit or debit card  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <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> <li>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</li> </ul>

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • Citizens Bank of Ada does not share with our affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and
	nonfinancial companies.  • Citizens Bank of Ada does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
	Citizens Bank of Ada doesn't jointly market.

## Other important information

Citizens Bank of Ada complies with Federal and State laws to protect your nonpublic personal information.

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