

# COMMUNITY STATE BANK OF MISSOURI

## ELECTRONIC BANKING AGREEMENT

Please be aware that Community State Bank of Missouri (CSB) takes very seriously its job of protecting your financial information. The online Banking product that we offer to you is protected with state of the art equipment and software to ensure that you are the only person gaining access to your information. For the purpose of security we stress to you the following points:

Do not share your user identification and/or password information with any other individual. Do not write this information down and leave it at a place of business or work area. With your user id and password an imposter can access your accounts as easily as you, yourself. It is not a good idea to have the computer remember your password.

Note that we will never contact you asking for your ID and Password. Do NOT give this information to anyone. We will NOT email sensitive information to you through an unencrypted means. We may ask you to appear in person to setup your Online Banking account information. Please keep in mind that this is for your protection.

CSB has provided the Online Banking product for the convenience of its customers. The Online banking website may be used for authorized purposes only. Unauthorized access is not permitted and constitutes a crime punishable by law. Activity on this site is monitored for security purposes.

CSB is not responsible for the content or security of web sites that are not their own. Some activities conducted on the Online Banking web site can incur charges (such as, but not limited to stop payments).

There is no charge for the bill pay service. Bill pay service will be removed from the account if it is not used within a 90 day period. The customer can unsubscribe or re-subscribe to electronic bill pay by contacting CSB at any time and filling out the appropriate form.

**Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:**

☐ *Savings account.* You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking.

☐ *Money Market account.* You can make no more than six (6) transfers to another account or to third parties per statement period by preauthorized or automatic transfer or by telephone or Online Banking.

Since email is not a secure way to transfer sensitive information. Please deliver the completed application attached to the nearest branch in person, by regular mail or fax. Once your account is set up, the ID and Password will be issued to you. For security reasons, we have asked some questions that will help us verify that we are talking with the actual account owner in the future. We would prefer that you come into one of our locations to pick up your ID and password information. If this isn't feasible just let us know and we will mail the information to you.

**Your Authentication method:**

You agree that we are entitled to act upon instructions we receive with respect to these Services under your user ID, password, PIN (Personal Identification Number), test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Online Banking Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or

authorizations provided to us using your Authentication Method. By accessing these Services with your Authentication Method, you authorize us to complete the requested transaction(s) through these Services. Any requests or instructions we receive from you through these Services using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through these Services using your Authentication Method.

**Duty to report errors:**

The Bank will provide you with regular statements that will identify the deposits that you make through these Services. In addition, you may access the Bank's Online Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through these Services have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank through these Services does not constitute an acknowledgement by the Bank that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Bank Account Agreement. You may notify us by e-mailing us at [POD@c-s-b.com](mailto:POD@c-s-b.com), or writing to Community State Bank, 117 W Church, PO Box 370, Bowling Green MO 63334 or telephoning us at 573-324-2233. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

**Cooperation with Investigations:**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through these Services in your possession and your records relating to such items and transmissions. Acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing these Services with your Authentication Method, you authorize us to complete the requested transaction(s) through these Services. Any requests or instructions we receive from you through these Services using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

## **E-STATEMENTS**

Community State Bank of Missouri Agreement and Disclosure is the contract which covers the rights and responsibilities of both CSB and you concerning the eStatement service offered to you by CSB. The eStatement service permits you to electronically view your statement of accounts and will take the place of your mailed paper statements. The eStatement service is available 7 days a week, 24 hours a day.

You agree to receive your periodic account statements, which include transaction activity for your deposit, online through our eStatement service from this point forward. You also have the option to save and/or print the statements for future reference. You will be notified by email when your eStatement is available for review. It is your responsibility to log in and review your eStatement.. You will need a personal computer and access to the Internet.

Your use of this e-Statement Service does not in any way alter your obligation to promptly review your e-Statements and to notify us of any error, alteration or other irregularity. All provisions as set forth in the Deposit Agreement shall continue to apply. Your e-statements will be considered delivered on the date that they are sent to the e-mail address you have designated, whether you actually receive the Notice E-mail or not.

You have the right to request and receive a statement in paper form. If you request a copy of your statement in paper form while at the same time receiving them electronically, there will be a fee charged per statement. You can request a paper statement by calling

573-324-2233. You may withdraw your consent to receive eStatements and begin receiving paper statements by calling CSB. If you decide to receive eStatements in the future, they will begin from the date you sign up again.

There are no fees associated with receiving your periodic statement electronically or for choosing to withdraw your consent for online statements. CSB reserves the right to cancel the eStatement service at any time if we believe there has been unauthorized use of your statement access.

### **Mobile banking Agreement and Disclosure**

Community State Bank of Missouri strives to provide you with the highest quality Mobile Internet Banking available. This Agreement states our obligations with respect to our CSB Mobile service. The accounts that you access using the Service are subject to the terms and conditions of the deposit agreement for those accounts and the terms and conditions for internet banking.

We will use reasonable efforts to make CSB Mobile available for your use on a continuous basis. The service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to CSB Mobile may be interrupted because of conditions beyond our control, including outages in internet availability. We will use diligent efforts to re-establish access to CSB Mobile as promptly as possible. We do not promise that CSB Mobile will always be available for your use. We may elect to discontinue this service at any time.

You are responsible for providing your own hardware and software to access the service. The hardware and software that you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee functionality of the service on all wireless devices. You are responsible for the charges of any wireless service provider while using the service.

You are responsible for all security on your hardware and software. It is your responsibility to protect your equipment. We will use commercially reasonable efforts to secure the service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

By using Mobile Banking you are accepting the terms of this disclosure. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the service. Please contact IT at 573-324-2233 with any questions you may have regarding the above information.

### **MOBILE CHECK DEPOSIT**

The remote deposit capture services ("Mobile Check Deposit" or "Services") are designed to allow you to make deposits to your checking, money market checking or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Bank or the Bank's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

#### **Hardware and Software requirements:**

You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing,

installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Deposit Limits:**

The Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of checks that you may transmit through the Service) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits.

**Fees and Charges:**

The Bank offers the benefits and convenience of the Services to you free. The Bank reserves the right to charge fees for the Services in the future.

**Endorsements and Procedures:**

You agree to restrictively endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY, Community State Bank" with signature or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees and you may only use Mobile Check Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Bank account using the Services.

**Check requirements (including image quality):**

The image of an item transmitted to the Bank using the Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as endorsements applied to the back of the Check).

**Rejection of deposits:**

After we receive Check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to your Bank Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check

transmitted through the Service at our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

**Unpaid checks:**

In the event of an error or reject, should you fail to produce the original check, you authorize us to deduct that amount from your account. You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

**Availability of service/Contingency:**

In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

**Storage, security and destruction/disposal of the checks:**

After you receive confirmation that we have received an image, you must securely store the original Check for 14 days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 14-day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never re-present the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Presenting checks more than once:**

Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.



**APPLICATION FOR ELECTRONIC BANKING**

Applicant Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Name of Favorite Pet: \_\_\_\_\_  
Mother's Maiden Name: \_\_\_\_\_  
Work Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SERVICES REQUESTED:**

- Online Banking
  - Mobile Banking
  - Bill Pay
  - Mobile Check Deposit
  - E-Statements
- Account #: \_\_\_\_\_

I have read and understand the  
Community State Bank Mobile Check Deposit Terms and Conditions  
Including, but not limited to the following information:

Please initial applicable lines below

\_\_\_\_\_ **Hardware and Software Requirements**

\_\_\_\_\_ **Endorsement Requirements:** To be endorsed "For Mobile Deposit only,  
Community State Bank, <Signature>

\_\_\_\_\_ **Storage, Security and destruction/disposal of checks:** I will retain my  
mobile checks for 14 days to ensure proper credit then disposed of securely.

\_\_\_\_\_ **I agree to receive my statements by email and allow CSB to correspond  
electronically with me to convey required disclosures and customary  
correspondence that would normally accompany statements.**

Signed

Date

**For Bank Use Only:**

CIF Number: \_\_\_\_\_ Employee Initials: \_\_\_\_\_  
Customer Returned application in person? Y or N  
Customer since? \_\_\_\_\_

Notes:

ID: