

## **CITYNET CONSUMER ONLINE BANKING AGREEMENT**

This CityNET Consumer Online Banking Agreement ("CityNET Agreement") sets forth the terms and conditions of the personal banking online service that City National Bank & Trust Company of Lawton, Oklahoma makes available to its customers, including but not limited to online internet banking, mobile and text banking, Bill Pay services, and E-Statements ("Service" or "CityNET").

The terms and conditions of this CityNET Agreement are in addition to all other agreements, documents and disclosures that relate to your accounts at City National Bank, including but not limited to the **Consumer Deposit Account Agreement and Disclosure ("Disclosure Booklet")**, and the other agreements referred to in the Disclosure Booklet, including the Consumer Deposit Accounts Brochure and the account opening documents for your account, and including any subsequent amendments and updates, all of which make up the contract between you and City National Bank that governs your account. In the event there is a conflict between the terms of (A) this CityNET Consumer Online Banking Agreement and (B) the Consumer Deposit Account Agreement and Disclosure booklet, the terms of the Disclosure Booklet shall control. By applying for CityNET, accessing your account, and engaging in Online Financial Services you agree to be bound by the terms of the most recent version of this CityNET Agreement. You may withdraw your consent at any time by contacting us and discontinuing your use of CityNET. Your continued use of CityNET will be additional evidence of your agreement to these terms.

The most recent version of this CityNET Agreement is available to you at: <https://www.CNB1901.com/>

**You may also receive a copy of the CityNET Agreement by calling customer service during our business hours at 866-385-3444, writing us at PO Box 2009, Lawton OK 73502-2009, or visiting any CNB branch.**

**Our customer service business hours are: Monday through Friday, 8:00 AM to 6:00 PM, and Saturday, 9:00 AM to 4:00 PM, excluding federal holidays.**

**This CityNET Agreement is revised periodically and it may include changes from earlier versions. This CityNET Agreement must be reviewed in conjunction with the Consumer Deposit Account Agreement and Disclosure booklet, the consumer deposit accounts brochure and all of your account opening documents for a complete DISCUSSION of all of the terms and conditions applicable to this CityNET Agreement, your account and your use of CityNET online financial services.**

### **Terms and Definitions**

- City National Bank & Trust Company of Lawton, Oklahoma, is referred to throughout as "City National Bank", "CNB", the "Bank", "Us" and "We".
- "Account" or "Accounts" shall mean your CNB checking, savings, loan or certificate of deposit accounts and other CNB products that can be accessed using CityNET online services.
- "You", "your" and "yours" refers to the account holder(s) and authorized signer(s) of an account, any person that is authorized to access account information, including any person using the CityNET online banking username and password provided to the account holder, and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account.
- "CityNET" or "Service" refers to the personal banking online services that City National Bank makes available to its customers, including internet banking, Bill Pay, mobile banking and text banking services.
- "Disclosure Booklet" refers to the Consumer Deposit Account Agreement and Disclosure Booklet.
- "Online Financial Services" refers to any online or mobile financial service provided through CityNET to you, either on a computer through a traditional internet connection or on a Mobile Device. These Online Financial Services include internet banking, mobile banking, and text banking services, eStatements
- "Access Device" means any electronic device you use to access Online Financial Services or to view electronic documents, including but not limited to a traditional computer such as a desktop or laptop, or a mobile device like a tablet computer or a smartphone.
- "Mobile Device" means a supportable mobile device (example: a cellular phone or other mobile device) that is web-enabled and allows secure SSL traffic which is also capable of sending and receiving text messages.
- "Mobile Banking Service" means the Online Financial Services accessible from a Mobile Device like a tablet or smartphone.

**Please carefully read this CityNET Consumer Online Banking Agreement, Consumer Deposit Accounts Brochure, and the account opening documents for your account, because these documents tell you your rights and obligations for your account and other products and services. You should keep these documents, including any subsequent amendments and updates, for future reference regarding your account and other products and services.**

## **Getting Started With CityNET**

### **Eligibility**

To be eligible to use City National Bank's CityNET Online Financial Services, you must be a City National Bank customer with at least one open and active consumer deposit account. You must also establish and maintain valid log-in credentials, including a personal ID and password, and maintain a valid email address. Use of certain services may have additional requirements, as described in this CityNET Agreement.

If you close all of your CNB accounts, you must notify CNB to cancel your CityNET Online Financial Services. Your CityNET Online Financial Services may be canceled by CNB at any time without prior notice. If you wish to cancel any of your Online Financial Services offered through CityNET, please notify us of the cancellation through secure messaging within CityNET, by telephone, visit your local CNB location, or by postal mail.

### **Enrollment**

Enrollment in the CityNET online banking service is simple, fast and convenient. First, you need to open an account with City National Bank. Then, you can enroll in CityNET online banking by simply visiting our website at <https://www.CNB1901.com>. By clicking on the "Enroll Now" link you will be taken to a secure form to complete and submit. You will be asked to select a unique login name and several questions to verify your identity. For your security, you must be able to provide accurate information to enroll online. You are also welcome to visit your local branch to apply in-person. Once you have successfully enrolled, you will have access to your



account history and balances. Additional features may not be available until the next business day. Enrollments completed after 5:00 PM, Monday through Friday, or Saturday, Sunday or federal holiday will be processed on the next business day.

**Joint Accounts** - Please note that each joint account holder must apply individually for separate access to CityNET banking services for security purposes. See the Joint Account section in the Disclosure Booklet for additional information on joint accounts.

**Mobile Banking** - To utilize the Mobile Banking Service you must be enrolled in CityNET online banking, which you can now do through your mobile app. You may enroll after downloading our mobile app from either the Apple App Store or Google Play Store. To enroll in text banking, click on the "Text Enrollment" listed under the "Settings" tab within CityNET online banking or the mobile app and you will be provided with additional instructions.

**Business Accounts** - The CityNET Online Financial Services covered by this CityNET Agreement apply to consumer accounts only. A separate service is offered for your business banking needs. Businesses should call or visit CNB for current information regarding CityNET business online banking.

#### **Hardware and Software Requirements**

In order to receive the email notification that your statement is ready, you will need access to a computer that allows you to receive email and an account with an email service provider compatible with your email software. You will need to check any email filtering software that you may be using to ensure that it does not screen out email notifications from CNB. You are responsible for the use and protection of your password, account numbers, and email address information. You are also responsible for contacting us with any changes to the email address you have provided. A valid email address is required to receive eStatements and eNotices.

To access and retain documents electronically, you must have on your computer and/or maintain the following.

Enrollment in CNB's CityNET online banking (Consumer or Business).

The computer you use must meet the following minimum requirements:

- Microsoft Windows 10 or Mac OS X 10.10
- Available browser updates applied for improved security that provide anti-virus and spyware protection;
- An internet connection with a minimum of 1 Mbps download speed.
  - Satellite connections often have difficulty supporting encrypted, Hypertext Transfer Protocol Secure (HTTPS) applications; this may result in a slow response.
- Cable, Digital Subscriber Line (DSL), or Integrated Services for Digital Network (ISDN) Internet connection
  - Dial-up connections are not supported
- A printer connected to your PC or sufficient hard-drive space (approximately 10 MB) to save the Communications
- Adobe Flash (formerly Macromedia Flash) 8.0 or later versions (7.0 for Macintosh users)
- Most recent version of Adobe Acrobat Reader

**PC Operating System Requirements\*** - Microsoft Windows 10 and one of the following Internet Browsers, any of which supports HTML 5 and SSL- encryption:

- Microsoft Edge (Current Version)
- Mozilla Firefox (Current Version)
- Google Chrome (Current version)

\*Safari is not supported on Microsoft Windows

**Mac Operating System Requirements** - OS X 10.10 or later:

- Safari (Current version)
- Google Chrome (Current version)
- Mozilla Firefox (Current Version)

**Mobile Device Requirements** - Android 8.x (Oreo) or later, or iOS 13.x or later:

- 4G LTE or higher and Wi-Fi (Not compatible: Windows Phone, Blackberry, Kindle Fire)
- 5 megapixels camera or higher (for Mobile Check Deposit)
- Internet access via DSL, Cable Modem, Wireless Access Protocol, or equivalent that supports the requirements above.

#### **Fingerprint Login/Touch Authentication requirements**

Some devices are not supported by the Fingerprint Login feature.

Android devices that offer this feature, pending the computer and operating requirements noted above, are:

- Samsung Galaxy S7 or higher
- Nexus 7 or later
- Google Pixel first generation or newer
- End-user registration with Fingerprint at the device level

Apple iOS devices that offer this feature, pending the computer and operating requirements noted above, are:

- iPhone 6S or higher
- Latest generation iPad with Touch ID sensor
- End-user registration with Touch ID at the device level

## FEES AND CHARGES

**CityNET** (without Bill Pay) has no monthly fee. This includes balance inquiry, funds transfer, check images and eStatements.

**Bill Pay** is an additional service and is available to new customers for a 90 day trial period. After 90 days, a fee will be applied directly to the enrolled bill pay account on a monthly basis based on the account type. Refer to your Consumer Deposit Account Brochure and the account opening documents for more information. You may cancel bill pay at any time by via secure messaging within CityNET, calling us during our business hours at 866-385-3444, writing to us at PO Box 2009, Lawton OK 73502-2009, or visiting any CNB branch.

**PFM** (Personal Financial Management) is available to all CityNET Online Banking users for a monthly service charge of \$1.50 per user. User must add at least one non-CNB account (an external account) to be considered an "active user." If in six months, the user has not added at least one non-CNB account, which would recognize them as an "active user," then the user will be considered inactive and the feature will be deactivated from their account. Deactivation is not permanent and user may enroll again by accepting the agreement, located within the Budget/Spending widgets, followed by adding an external account.

**Pay A Person** is available to all CityNET Online Banking users for a monthly service charge of \$3 per user. User can send digital payments to recipients using email address or phone number. Recipient will be able to select to receive the digital payment either by bank account or credit/debit card.

**Additional Fees and Charges** - Upon accessing CityNET, you may incur charges for normal account fees and service charges, overdrawing your account through the Bill Pay or funds transfer features and/or any Internet service provider fees. Payments or transfers made through CityNET from a savings account may result in an excess transaction fee. See your savings or money market account documents for details. Additionally, fees may be assessed for added features of CityNET such as stop payment requests, check and statement copy orders, and non-sufficient funds. Also, CNB reserves the right to charge a separate service fee to each individual user of CityNET regardless of whether they are accessing the same account(s). Please consult your account opening documents, Disclosure Booklet and CNB's latest Consumer Deposit Accounts Brochure.

**You agree to pay promptly all the fees and charges for services provided under this CityNET Agreement, and authorize us to charge the primary account as the payment account for the selected services. You also agree to be responsible for any online service provider and telephone charges, which you incur by accessing your accounts through CityNET.**

If you have any questions related to the fees and charges being assessed on your account, you may **call us during our business hours at 866-385-3444, write to us at PO Box 2009, Lawton OK 73502-2009, or visit any CNB branch**. Our customer service business hours are: Monday through Friday, 8:00 AM to 6:00 PM, and Saturday, 9:00 AM to 4:00 pm, excluding federal holidays.

## Your Responsibilities

### Ownership and Authorization

You represent that you are the legal owner of the accounts and other financial information which may be accessed using CityNET. You represent and agree that all information you provide to us in connection with CityNET's Online Financial Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using CityNET.

You further represent that you are an authorized user of the Access Device you will use to access CityNET Online Financial Services including but not limited to internet, mobile and text banking services. You shall be solely responsible for the use and access to the Access Device, whether authorized or unauthorized. You further agree to hold us harmless for any unauthorized use of the Access Device. You shall be responsible for keeping us informed of any change in your phone number, loss or theft of the Access Device or breach of any security application.

### Customer Identification and Personal Information

Your enrollment in CityNET Online Financial Services will not be completed if we cannot verify your identity or other necessary information. City National Bank is required by law, including the USA PATRIOT ACT, to obtain, verify, and record identification and other information about you while processing your account application. Identification and other information will be requested of individuals opening new accounts and those with existing accounts. You agree to provide accurate and complete information about yourself and you agree not to misrepresent your identity. It is solely your responsibility, and you agree, to ensure that the contact information in your user profile is current and accurate, including your name, address, phone number and email addresses.

In all cases, the protection of our customer's identity and confidentiality is City National Bank's pledge to you. We will rely on the information that you provide until you notify City National Bank of a change in that information, and we have had a reasonable time to act on that change. In the event that we are unable to verify the information you provide, a CNB representative may call you at the phone number you provided to further verify your information. We may restrict or prohibit further use of your account and the CityNET Online Financial Services if you fail to comply with requirements necessary to verify your identity. If we are unable to verify your identity, we may restrict or terminate your access to CityNET, and may even close your account. We may also request from you, either at the time you open a new account or by your request to use the telephone banking system, a Security Access Code (SAC). This code must be a confidential code that you do not share with anyone other than a City National Bank employee by phone or in person as additional verification of your identity.

### No Third Party Rights, Use or Access

This CityNET Agreement is made for the exclusive benefit of you and us. No third party has any rights under this CityNET Agreement. Unless you have our prior written consent, you may not use CityNET to process transactions for third parties or permit others to initiate CityNET Online Financial Services transactions on your behalf. You further agree to not permit any third parties to have access to your account at CityNET for any purposes.

### Questions or Error Correction on CityNET Online Banking and Bill Pay Transactions

As soon as you identify any errors or discrepancies in your statement or transaction record, need more information about a transaction listed on the statement or transaction record, have questions or in case of errors about online fund transfers or bill payments made through CityNET involving your account, you should immediately do one of the following:

- Send a secure message to CNB customer service through CityNET's secure messaging system, after signing on with your password to a secure session; or
- Call CNB customer service at 866-385-3444 – Monday through Friday, 8:00 AM to 6:00 PM, or Saturday 9:00 AM to 4:00 PM (Central Time), excluding federal holidays; or
- Write to City National Bank, PO Box 2009, Lawton OK 73502-2009.

We must hear from you no later than sixty (60) days after we have sent the first paper or online statement on which the problem or error appeared. If you notify us verbally, we will require that you send us your complaint or question in writing within ten (10) business days.

When you tell us about the problem, please:

- Tell us your name, account number and the dollar amount of any suspected error.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number and payee account number for the payment in question.

If we do not complete a transfer to or from your Bank 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 if:

- Through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.
- A legal order directs us to prohibit withdrawals from the account.
- You are charged merchant fees related to customer error or transactions not initiated in a timely manner.
- Your account is closed or if it has been frozen.
- The transfer or bill payment would cause your balance to go over the Overdraft Protection limit or any other arrangement set up to cover overdrafts.
- You, or anyone you allow, commits any fraud or violates any law or regulation.
- Any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly.
- You have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
- You have not properly followed the instructions for using CityNET.
- Circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

#### Agents

Unless otherwise specifically authorized by this CityNET Agreement or by the Bank, you will not allow others to provide instructions to us (e.g., debit card, ATM or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

#### Equipment

You are responsible for and must provide all equipment and Access Devices, including telephones, Mobile Devices, and computers and other equipment and software (other than software provided by us). You are responsible for services necessary to access CityNET Online Financial Services.

#### Unaffiliated Service Providers

You agree that, when you use CityNET Online Financial Services, including mobile and text banking services, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your telephone company, wireless carrier, internet service provider, or any other third party provider you may engage, and you agree that that this CityNET Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of CityNET Online Financial Services (such as data usage or text messaging charges), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your internet service or mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. You agree to be responsible for any online service provider and telephone charges, which you incur by accessing your accounts through CityNET.

#### Conduct and Legal Use Only

You may use CityNET Online Financial Services for lawful purposes only. You agree to comply with all applicable federal and state laws, rules and regulations in connection with your use of CityNET Online Financial Services. You agree not to use any CityNET Online Financial Service to conduct any business or activity prohibited by law. You agree not to initiate any ACH entry or other payment type that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

## Online and Mobile Banking Security

#### Your Responsibilities

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using CityNET Online Financial Services, including but not limited to internet, mobile and text banking services, Bill Pay and E-Statements. You agree not to leave your Access Device unattended while logged into online internet, mobile or text banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. You are responsible for keeping your password, account numbers, personal identification information and other account information confidential.

You will be solely responsible for the use and access to the Access Device, whether authorized or unauthorized. You further agree to hold us harmless for any unauthorized use of the Access Device.



You shall be responsible for keeping us informed of any change in your phone number, loss or theft of the Access Device or breach of any security application. If you permit other persons to use your Access Device, login information or other means to access CityNET Online Financial Services, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

#### **Protecting Your Account Information**

Your role is extremely important in the prevention of any wrongful use of your account. You are responsible for keeping your password, account numbers, personal identification information and other account information confidential.

CNB is not responsible for customer errors or negligent use of CityNET and will not be liable for losses due to negligent handling or sharing of passwords leading to unauthorized access to the accounts, along with data input errors, leaving your computer unattended during access (be sure to sign off at the end of the session), and/or failure to report known incidents of unauthorized account access within 2 business days.

To contact CityNET about stolen information or suspected fraudulent activity.

USA Phone: Toll Free 866-385-3444

Email: [report@cnbok.com](mailto:report@cnbok.com)

Write: CNB, Attn: CityNET Banking Dept., PO Box 2009, Lawton OK 73502-2009

**You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must contact us immediately.**

#### **Protecting Personal Information**

In addition to protecting your account information, you should take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

#### **Safeguard Your Online Password**

The password that is used to gain access to online banking services through CityNET should be kept confidential. For your protection, we recommend that you change your online password regularly. We recommend that you memorize your online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your online password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify CityNET customer service at once at 866-385-3444.

#### **Unauthorized Transactions in Your Accounts**

Notify us at once if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). If your online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your online password without your permission to access a Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

You may notify us by:

- Calling CNB toll free at 866-385-3444, Monday through Friday, 8:00 AM to 6:00 PM, or Saturday 9:00 AM to 4:00 PM (Central Time), excluding federal holidays; or
- Emailing us at [report@cnbok.com](mailto:report@cnbok.com); or
- Sending us a secure message through the CityNET's secure messaging system; or
- Writing to City National Bank & Trust, Attn: CityNET Banking Dept., PO Box 2009, Lawton OK 73502-2009.

#### **Additional Security Terms**

- We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our option.
- For your security, CNB may contact you by telephone to confirm transactions we deem high risk.
- We make no representations that internet, mobile or text banking services will be available for use in locations outside of the United States, and accessing these services from locations outside of the United States is at your own risk.
- We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of CityNET.

## **Managing Your Account**

#### **OWNERSHIP OF ACCOUNTS**

City National Bank determines the ownership of accounts and beneficiary designation, if any, from the information in its records. We will rely on the information you provide. Changes you request to your account are not effective until the Bank has had a reasonable time to act. We make no representations as to the appropriateness of the account ownership selection or as to the appropriateness and effect of beneficiary designations, if any, except as such designation may determine to whom we pay the account funds. You are solely responsible for selecting the form of ownership of your account and for meeting any applicable requirements for establishing the desired form of ownership. See the Ownership of Accounts section of your Disclosure Booklet for additional information.

#### **SECURE MESSAGING**

Sending messages through CityNET is a secure way to communicate with the Bank. CityNET has provided secure messaging for you to ask questions about your account(s) or give comments on your online service. It is our goal to respond to emails and messages within two (2) business days. If you need immediate attention you should contact customer service at 866-385-3444, Monday through Friday from 8:00 AM until 6:00 PM and Saturdays 9:00 AM to 4:00 PM

Secure messaging is accessible after you sign on with your password to a secure session of CityNET. To ensure the security of your account information, we recommend that you only use secure messaging when asking specific questions about your account(s). For your security, you may not use regular E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within CityNET or call our customer service department during our normal business hours at 866-385-3444.

#### **PASSWORD AND LOGIN ID RESETS**

You may reset your own password via the login page of CityNET by clicking the "Forgot Password" box on the login page, or, you can visit your local branch with a valid ID and we will reset for you. Should you lock yourself out of your account, but you still know your password and login ID, you can have your login ID reset by contacting customer service during our normal business hours at 866-385-3444. You must know your Security Access Code in order to do so over the phone. If you do not know your Security Access Code, for your security, please visit any CNB branch with a valid ID so we can confirm your identity.

#### **Alerts**

CityNET offers you the option of establishing various types of alerts for your accounts at no extra cost. With CityNET you can customize your Alerts around what matters to you. You can keep up with the status of accounts and monitor important activities. You can choose the specific Alerts that best fit your needs from our various categories including Account Alerts, Transaction Alerts, History Alerts, and Date Alerts. Alerts are sent via email or text messages as designated by you. You can manage your alerts seven days a week, twenty-four hours a day, by accessing CNB online at <https://www.CNB1901.com> or through your Mobile Banking.

Examples of some of the account transaction Alerts that are available to you are:

- Whether your account balance goes above or below a certain number
- When a deposit, withdrawal or check posts to your account
- Notification of ATM withdrawals or debit card purchases that exceed a certain amount
- Notifications of important dates, like birthdays or meetings

Your role is also very important in protecting your account and personal information, and CityNET Alerts give you additional tools to help you do that. By utilizing our Security Alerts, you can stay informed when an external transfer is authorized, when actions have been taken related to your password or login ID, for example when an invalid password is submitted, when the "forgot password" process is initiated, or when your password or login ID have been changed or disabled.

Alerts are not intended to replace your monthly account statements or any other communications we may provide to you regarding your accounts. You are responsible for contacting us with any changes to the email address or text message number you have designated to receive your Alerts. The Bank reserves the right to modify the types of Alerts we offer and to change the frequency or timing of Alerts.

#### **Examining Statements and Reporting Problems**

You agree to promptly and carefully review your account statement and any items reflected on the statement. You must report problems or unauthorized transactions to the Bank immediately. You agree that 60 days after the Bank sends a statement or makes items available is the maximum reasonable amount of time for you to review your statement or items and report any problem or unauthorized transaction related to a matter shown on the statement or items. By enrolling any accounts in E-Statements, you agree that the notice of availability constitutes delivery of such E-Statements for all purposes on the date of the notice.

**IF YOU DO NOT NOTIFY CITY NATIONAL BANK IN WRITING OF SUSPECTED PROBLEMS OR UNAUTHORIZED TRANSACTIONS WITHIN 60 DAYS AFTER CNB SENDS YOUR STATEMENT OR MAKES ITEMS AVAILABLE, YOU AGREE THAT YOU CANNOT MAKE A CLAIM AGAINST THE BANK RELATING TO THE UNREPORTED PROBLEMS OR UNAUTHORIZED TRANSACTIONS, REGARDLESS OF THE CARE OR LACK OF CARE THE BANK MAY HAVE EXERCISED IN HANDLING YOUR ACCOUNT.**

In addition, if you fail to report an unauthorized transaction on your account within 60 days following the closing date of the statement containing information about the first unauthorized transaction, the Bank is not liable to you for subsequent unauthorized transactions on your account by the same person.

For more information about your rights and responsibilities, see the section titled Disclosures for Electronic Fund Transfers in the Disclosure Booklet.

#### **Account Management Tools**

Practice responsible account management, keep track of your transactions and know how much money is in your account. Take advantage of these low-cost tools to manage your account, check balances and transfer funds when needed: CityNET online banking, mobile banking, text banking, and telephone banking. Additional options available include Pre-Authorized Overdraft Transfers and Overdraft Protection.

#### **Pre-Authorized Overdraft Transfers**

Pre-Authorized Overdraft Transfers are a convenient way to transfer funds from another CNB account into your checking account before it becomes overdrawn. You must enroll in Pre-Authorized Overdraft Transfers before your account is overdrawn. Funds may be transferred from another account such as a savings, money market, or additional checking account. Transfers are completed in increments of \$100 and are subject to a \$5 fee. Certain account types have restrictions on the number of monthly withdrawals or transfer. For additional information see the Pre-Authorized Overdraft Transfers section in the Disclosure Booklet.

#### **Overdraft Protection**

Overdrawing your account can be costly. If you occasionally have trouble tracking your balance and have ever overdrawn your account, you may want to consider Overdraft Protection. You must affirmatively consent to enroll in Overdraft Protection. Your Overdraft Protection limit (limit) is based on certain qualifications such as having regular, recurring monthly deposits. The Bank periodically reviews accounts for appropriate limits. You will be notified of the effective date, limit, or change to your limit. Transactions may not be processed in the order in which they occurred and the order may affect the total number of fees incurred.

Each overdraft paid or returned is subject to a fee (\$25), not to exceed five overdraft fees per day (\$125), and will be deducted from your available Overdraft Protection limit. Every withdrawal, check, ATM withdrawal or any other electronic transaction, on an overdrawn account will be charged an overdraft fee. Overdraft fees will not be assessed if the end of day balance is overdrawn by less than \$5. Overdraft items in excess of your limit may be paid or returned at the Bank's discretion and assessed a fee. Even if Overdraft Protection is available, this does not guarantee all items that overdraw the account will be paid.

Overdraft Protection will be suspended from your account if you fail to bring your account to a positive balance within 30 days of the first overdraft for at least 1 business day. Overdraft Protection will be suspended if 10 or more items are returned in a statement cycle. A suspension is defined as the removal of an Overdraft limit until the

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account is returned to a positive balance and the account must remain positive for 5 days. For more information about overdrafts or returned items and the associated fees, or for further information about CNB's account management options, visit your nearest City National Bank branch or contact the Overdraft Protection Department by phone at 866-385-3444 or by mail at City National Bank, Attention: Overdraft Protection Department, PO Box 2009, Lawton OK 73502-2009. Additional information is also available in the Disclosure Booklet and the Consumer Deposit Accounts Brochure.

## Customer Information

### MONITORING OF COMMUNICATIONS

You understand and agree that we may monitor and record your telephone and electronic communications in connection with your account, including but not limited to the use of CityNET, at any time, without further notice to you or any party to the communication.

### NOTICE OF CHANGE OF INFORMATION, DEATH, OR INCOMPETENCE

You must always keep us informed of any address, telephone, or email changes. If CNB receives notice from the United States Post Office or one of its agents that your address has changed, City National Bank may change your address on its records to the address specified by the post office and the Bank may send statements and notices regarding your account to that new address. You must update us if you have a name change, including being aware that the Social Security Administration must be informed as well, or you may incur an Incomplete TIN Verification Fee. See the Bank's Consumer Deposit Account Brochure for a schedule of current fees. You must notify the Bank promptly if any account holder or authorized signer on your account dies or is declared incompetent by a court. CNB may place a hold on your account and refuse to accept deposits or permit withdrawals when an account holder dies or is declared incompetent. CNB may hold any funds in your account until the Bank knows the identity of the successor. If a deposit that is payable to the deceased account holder is credited to the account after the date the deceased account holder died, including salary, pension, Social Security and Supplemental Security Income, the Bank may debit the account for the deposit and return it to the payer.

### DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We may release information about your accounts and the transactions you perform to third parties as required or permitted by law or in accordance with customary banking practices, including for the following:

- When it is necessary for completing transfers; or
- In order to verify the existence and condition of your account with us upon request by a third party, such as a credit bureau or merchant; or
- In order to comply with government orders or legal processes; or
- In accordance with your instructions or written permission.

### PRIVACY POLICY AND NOTICE

City National Bank & Trust is required by law to disclose our privacy practices to our customers annually. We reserve the right to modify them as needed, along with related provisions, at any time. You may view our privacy policy at <http://www.CNB1901.com>. A copy of our privacy policy is also available through CityNET. Or, you may call customer service during our business hours at 866-385-3444, write to us at PO Box 2009, Lawton, OK 73502-2009, or visit any CNB branch. Our customer service business hours are: Monday through Friday, 8:00 AM to 6:00 PM, and Saturday, 9:00 AM to 4:00 pm, excluding federal holidays.

## General Terms For Using CityNET

### Multiple Access Devices

Your acceptance of this CityNET Agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this agreement on a traditional computer through an internet connection, the terms of this CityNET Agreement will apply to Online Financial Services accessed on a Mobile Device (or vice versa).

By viewing and accepting this CityNET Agreement on any Access Device, you are reasonably demonstrating your ability to access Online Financial Services and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure the new Access Device meets the applicable system requirements and that you are still able to access CityNET and view electronic documents.

If you have questions or difficulties accessing CityNET or viewing electronic documents on your Access Devices, please contact CNB customer service during our business hours at 866-385-3444.

### Changes to Terms, Charges, or Fees

Except as may be otherwise specifically set forth in this CityNET Agreement or as may be required by law, the Bank may change this CityNET Agreement, including adding to, deleting from or changing the terms of the agreement from time to time, without notice to you. CNB reserves the right to change the charges and fees described in this CityNET Consumer Online Banking Agreement, the Disclosures Booklet and your other account documents. When changes are made to any fees, charges or other material terms, we will update this Online Banking Agreement and either send a notice to you at the address shown on our records or send you an email through CityNET secure messaging. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable agreements, documents and disclosures that relate to your account and the Consumer Deposit Account Agreement and Disclosure Booklet.

### Changes in Online Financial Services

There may be additional online services that are not specifically described in this CityNET Agreement and CNB reserves the right to add, modify or eliminate online, mobile and text services as it deems necessary, from time to time, without notice to you, except as may be required by law. Any added CityNET online financial services, including internet banking, mobile banking and text banking services will be governed by the terms and conditions of this CityNET Agreement, the other agreements, documents and disclosures related to your accounts, including but not limited to the Consumer Deposit Account Agreement and Disclosure Booklet, and by any

Last Updated: July 2024

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additional terms and conditions provided to you at the time the new CityNET online financial services feature is added or at the time of enrollment for the applicable feature or service.

#### **Limitations on Frequency of Withdrawals and Transfers**

Federal Regulations require financial institutions to limit the way certain withdrawals and transfers may be made from a savings or money market account to another account, or to third parties, by pre-authorized, automatic, telephone or electronic means, to a combined total of six per month or statement cycle. Each transfer from a savings or money market account using CityNET, including internet, mobile or text banking services, is counted as one limited transaction permitted each statement cycle. See the Withdrawals section of the Disclosures Booklet for additional information on transfer and withdrawal restrictions.

#### **Service Changes, Cancellations and Terminations**

You may cancel Bill pay at any time by contacting a CNB customer service Representative. If, for any reason, you should ever wish to cancel CityNET or cancel Bill Pay, you must cancel all future bill payments prior to cancelling or changing your service by deleting any scheduled payments. This will ensure that any future payments and transfers made by you will not be duplicated. We will continue to maintain your accounts until you notify us otherwise. CNB reserves the right to terminate your use of Bill Pay at any time.

If you close all your account(s), you must notify CNB to cancel your CityNET Online Financial Services. If you wish to cancel any of your Online Financial Services offered through CityNET, please send us cancellation instructions in writing by postal mail to PO Box 2009, Lawton OK 73502-2009 or by secure messaging, or by visiting any CNB branch. Your CityNET Online Financial Services may be canceled by CNB at any time without prior notice. The Bank, in its sole discretion, may also close your account(s) at any time upon reasonable notice to you and the tender of the account balance personally or by mail. For joint accounts, notice from the Bank to any one of the joint owners will be considered notice all of the joint owners.

## **CityNET Featured Services**

CityNET online banking is an internet-based system that allows you to have constant access to your account. You can view account activity and account statements, change login I.D. and password, make transfers between your accounts and with other CNB accounts, schedule payments to be sent automatically from your account through Bill Pay, re-order your checks, process stop payments, and much more. CityNET also offers you the ability to send and receive secure messages to and from City National Bank, name and organize your accounts, view outside and internal accounts all in one place, and create budgets and view spending and cashflow information you have uploaded. In addition to online internet access, CityNET also includes mobile banking and text banking services.

To get additional information on the CityNET Online Financial Services offered by the Bank, you can visit us at <https://www.CNB1901.com>, or call us during our business hours at 866-385-3444, write to us at PO Box 2009, Lawton OK 73502-2009, or visit any CNB branch. Our customer service business hours are: Monday through Friday, 8:00 AM to 6:00 PM, and Saturday, 9:00 AM to 4:00 pm, excluding federal holidays.

## **CITYNET BILL PAY SERVICE**

#### **Using the Bill Pay Service**

To gain access to Bill Pay, you will sign on to CityNET using your password. Once you have successfully scheduled a payment on the Bill Pay system, a confirmation number will be provided. By using CityNET Bill Pay, you agree that, based upon instructions received under your Password, we will process and debit the account that you selected through the bill payment section of online banking. All bill payments debited from your account will appear on your monthly statement.

#### **Overdraft Protection and Non-Sufficient Funds**

When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account has non-sufficient funds to make your indicated Bill Pay(s), it will be paid or returned at the Bank's discretion. Each overdraft paid or returned will be subject to a fee (\$25), not to exceed five overdraft fees per day (\$125), and will be deducted from any available Overdraft Protection limit. Any overdraft items in excess of your limit may be paid or returned at the Bank's discretion and assessed a fee. Even if Overdraft Protection is available, this does not guarantee all items that overdraw the account will be paid.

For more information about overdrafts or returned items and the associated fees, or for further information about CNB's account management options, visit your nearest City National Bank branch or contact the Overdraft Protection Department by phone at 866-385-3444 or by mail at City National Bank, Attention: Overdraft Protection Department, PO Box 2009, Lawton OK 73502-2009. Additional information about overdrafts and non-sufficient funds is also available in the Disclosure Booklet in the section titled Overdraft Protection & Non-Sufficient Funds.

#### **CityNET Bill Payment Payees and Scheduled Payments**

When adding a payee to your payee list, you will enter the information as indicated on your bill from the payee. That information will determine if the payment will be sent electronically or as a check. If the payee is paid electronically, you understand and agree that the payee may not receive the payment until 3 to 5 business days after the date the payment is scheduled to be processed. Payees that are not electronically available will be paid by paper check delivered to the designated payee by the U.S. Postal Service. You understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 7 business days after your scheduled send date. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account. Payments that are scheduled for non-business days, including holidays, will not be sent until the following business day.

#### **Modifying or Cancellation of a Bill Payment**

To modify or cancel a bill payment that you have scheduled and is pending, you must modify or cancel the payment using the bill payment system following the onscreen instructions before 3:00 PM (Central Time) on the date the payment is scheduled for process. Payments cannot be cancelled after that time.

#### **Bill Payment Stop Payment Requests**

Last Updated: July 2024

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Payments that have been made electronically cannot be cancelled or stopped after the payment has processed. You may be able to stop a bill payment that was paid by check by contacting us by telephone before the check has cleared. You must contact us by telephone to determine if the check has cleared. If the check has not cleared, we will process your stop payment request. To be effective, the stop payment request must precisely identify the name of the payee and the amount of the check. CNB reserves the right to impose a "stop payment" fee pursuant to our current fee schedule.

#### **Bill Pay Fees**

For the fees applicable to your Bill Pay service, refer to the section titled Fees and Charges.

#### **Bank not Responsible or Liable**

We shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through which any bill payment is made fails to properly transmit the payment to the intended payee. We will also not be liable if there are non-sufficient funds or credit availability in your designated payment account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special or consequential damages arising out of the use of Bill Pay.

## **Mobile and Text Banking**

#### **General**

City National Bank strives to provide the highest quality mobile banking and text banking services available. By accessing the Mobile Banking Service, including mobile banking and text banking, you agree to all of the terms and conditions contained in this CityNET Online Banking Agreement, the Disclosures Booklet and all agreements referenced in the Disclosures Booklet including your account opening documents.

Mobile banking and text banking services are offered as a convenience and supplemental service to our online internet banking services. They are not intended to replace access to internet banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking Service allows you to access your CNB account information, use bill pay, and conduct other limited banking transactions with the Bank. You may use the Mobile Banking Services to transfer funds between your eligible CNB accounts (internal transfer), subject to certain limitations for savings and money market accounts discussed in the Limitations on Frequency of Withdrawals and Transfers section set out above.

To utilize the Mobile Banking Services, you must be enrolled in CityNET online banking. Some Mobile Banking Services, such as text banking, require you to register your Mobile Device from a desktop computer.

The Bank will use reasonable efforts to make the Mobile Banking Services available for your use on a continuous basis. Mobile Banking Services may be unavailable for short periods of time for maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to mobile banking service may be interrupted because of conditions beyond our control, including outages in internet availability. CNB will use diligent efforts to re-establish the Mobile Banking Service as promptly as possible.

#### **Text Banking**

By registering for text banking services and entering your phone number you acknowledge that you agree to the terms of service for text banking services. CNB text banking works with numerous wireless service providers including Alltel, AT&T, Boost Mobile, Cincinnati Bell, Sprint PCS, T-Mobile, U.S. Cellular, Virgin Mobile USA, and Verizon Wireless. However, CNB text banking is not compatible with all handsets. When registering for text banking services you must confirm that you hold the account corresponding to the mobile phone number you have entered, or that you have the account holder's permission to use this service.

You may choose to receive banking account alerts via text, and will receive one message per query. If you need help with the text banking service, you can reach CNB's text support by texting "HELP" to CNB text banking at 226563, or you can obtain text banking support by visiting <https://www.CNB1901.com/html/services/services-sms-banking.html> or you can CNB customer service during normal business hours at 866.385.3444. If you wish to cancel text banking you may do so at any time by texting "STOP" to CNB text banking at 226563. You will be subscribed to the text banking services until such time as you send "STOP" to CNB text banking or such text services are otherwise terminated or cancelled under the terms and conditions set forth in this CityNET Agreement, the Disclosure Booklet or your other account documents.

**Your wireless carrier may assess you additional fees for data or text messaging services, and/or additional charges may apply for internet usage depending on your wireless carrier. Please consult your wireless provider/carrier for details on correlated rates and charges.**

#### **Mobile Banking Restrictions**

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through mobile and text banking. Additionally, we reserve the right to modify the scope of the mobile banking and text banking services at any time. Mobile banking and/or text banking may not be accessible over some network carriers. In addition, the Mobile Banking Services may not be supportable for all Mobile Devices. CNB does not guarantee nor is it responsible for the availability of data services provided by your mobile carrier such as data outages or "out of range" issues.

## **Other Online Services**

#### **Obtaining Account Balance and Transaction History**

You can obtain balance and transaction history on all of your accounts that are enrolled in CityNET online banking. Please note that when transactions are pending on your account, your account's available balance reflects these items, i.e. your available balance is the balance available to you at this moment. The available balance does not include any transactions that the Bank has not received. The current balance and transaction history reflects activity through the close of the previous business day.

#### **Email Notifications and E-Statements**

You have the right to receive a paper statement for any account that you have with CNB, but you may also agree to receive E-Statements to replace all of your future paper account statements. If you agree and select E-Statements, you will also be agreeing to electronic delivery of certain disclosures, account-related notices and other regulatory information that you would normally receive in paper form.

With E-Statements, we will send you an email notification, at the email address you provide, each time your new statement is ready for viewing. The email notification will contain a link for you to access CityNET online banking. After you log on, you will find your E-Statement by clicking the Statements link under the "Transactions" tab. Click on Statements and select the account you wish to view. At the time you agree, we will begin to maintain your account statements electronically beginning with your next account statement. The system will then maintain 18 months of statements for your access.

You are responsible for accessing and reading your E-Statements and/or other notices, disclosures or information provided to you in electronic format. CNB will not be liable to you or any other person for any loss or damage that may arise from your failure to access and review E-Statements. By enrolling any account in E-Statements, you agree that the notice of availability constitutes delivery of such E-Statements for all purposes on the date of the notice. The statute of limitations regarding claims related to any items disclosed in a particular E-Statement begins on the date that CNB provides you notice that an E-Statement is available. Any failure to actually access, view, print and/or save an online E-Statement will not impact the statute of limitations.

For additional information about the availability and requirements for eStatements, please see the CNB eStatement Disclosure agreement.

#### **Transferring Funds**

Upon enrollment in CityNET, you will have the option to transfer funds between your accounts. You will also have the option to transfer funds via online banking to another CNB account holder. But, to be eligible to receive the transferred funds, the recipient must also be an enrolled and active CityNET user, and this service will only support deposits made to another CNB customer's account and will not allow withdrawals. You may not currently transfer to or from an account at another financial institution using our Online Financial Services.

Transfers can be made for aggregate amounts up to \$10,000. The number of transfers from specific types of accounts may also be subject to some limitations. For additional information on applicable limitations see the Limitations on Frequency of Withdrawals and Transfers section above, the Withdrawals section of the Disclosures Booklet and the current Consumer Deposit Accounts Brochure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

You agree that you will only make transfers when a sufficient balance is or will be available in your account. If your account becomes overdrawn because one or more other transactions posted on the same day a transfer is made, we reserve the right to impose a fee, for each overdraft item paid or returned, which is currently \$25 per item. For additional information, please see the Overdraft Protection and Non-Sufficient Funds section of the Disclosure Booklet and our current Consumer Deposit Accounts Brochure.

A transfer initiated through CityNET before 11:45 PM (Central Time) on a business day is posted to your account the same day. All transfers completed after 11:45 PM (Central Time) on a business day or on a Saturday, Sunday or federal holiday may be posted on the next business day. Our business days are Monday through Friday, excluding federal holidays. For additional information on transaction posting order please see the Processing Transactions section in the Disclosures Booklet.

#### **Wire Transfer Requests**

The online wire request form through CityNET is a secure and convenient way to send wire transfers from your bank account(s) to an account at another financial institution. Submitting the online wire request form is not a guarantee that the wire will be processed. All wire requests are still subject to review and approval prior to being processed. Prior to sending any wire requested through CityNET, a bank representative will call you at the phone number we have on file to validate the authenticity of the request. If for any reason your online wire request is declined, you will be contacted via a phone call and/or secure message notifying you of the decision. Wire requests must be received by 3:00 PM on a business day (Central Time) to be sent same-day. All wire requests submitted after 3:00 PM CST and on a Saturday, Sunday or federal holiday will be processed on the following business day.

In the event that there are non-sufficient funds to cover the wire transfer, it will be sent or rejected at the bank's discretion.

By submitting a wire request you are authorizing CNB to charge the sending account a non-fundable fee. The receiving bank may also charge a fee. For additional information about the Bank's wire transfer fee, please see the current Consumer Deposit Accounts Brochure.

## **Additional Terms and Conditions**

#### **This Agreement**

The terms and conditions of this CityNET Agreement are in addition to all other agreements, documents and disclosures that relate to your accounts at City National Bank, including but not limited to the Consumer Deposit Account Agreement and Disclosure ("Disclosure Booklet"), and the other agreements referred to in the Disclosure Booklet, including the Consumer Deposit Accounts Brochure and the account opening documents for your account, and including any subsequent amendments and updates, all of which make up the contract between you and City National Bank and Trust Company of Lawton, Oklahoma that governs your account. In the event there is a conflict between the terms of (A) the CityNET Consumer Online Banking Agreement and (B) the Consumer Deposit Accounts Disclosures and Agreement Booklet, the terms of the Disclosure Booklet shall control.

#### **Intellectual Property Rights**

All content connected with CityNET Online Financial Services, i.e. our websites and mobile applications, are the exclusive property of City National Bank, its licensors, and/or service providers and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through the Online Financial Services only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including but not limited to any software or other content associated with CityNET Online Financial Services.



The trademarks, logos, and service marks displayed in connection with CityNET Online Financial Services are the registered and unregistered trademarks of CNB and/or its service providers. Under no circumstance may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with any CityNET Online Service should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of City National Bank or the third party which as the rights to such trademark, as appropriate.

#### **Limitation of Liability**

Except as specifically provided in this CityNET Agreement or where the law requires a different standard, you agree that in no event will the Bank, its affiliates, contractors, or their respective officers, directors, employees, consultants, or agents, or other service providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for use, data or other intangible losses, whether caused by or resulting from the equipment, software, the Bank, or by internet browser providers such as Microsoft (Microsoft Internet Explorer browser), or by internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing, nor shall the Bank or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, internet browser or access software.

#### **Indemnification**

UNLESS CAUSED BY OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CNB, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SERVICE PROVIDERS AND LICENSORS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, EXPENSE AND COSTS CAUSED OR ARISING FROM (1) A CLAIM, DISPUTE, ACTION OR ALLEGATION OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES OR OTHERWISE IN CONNECTION WITH THE ONLINE FINANCIAL SERVICES INCLUDING INTERNET, MOBILE OR TEXT BANKING; (2) YOUR VIOLATIONS OF ANY LAW OR RIGHTS OF A THIRD PARTY; OR (3) YOUR USE OR USE BY A THIRD PARTY OF ONLINE FINANCIAL SERVICES INCLUDING INTERNET, MOBILE AND TEXT BANKING SERVICES.

#### **Other Agreements**

In addition to this CityNET Consumer Online Banking Agreement, you agree to be bound by and will comply with the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable state and federal laws and regulations, as well as the requirements of the other agreements, documents and disclosures that relate to your accounts at City National Bank, including but not limited to the Consumer Deposit Account Agreement and Disclosure ("Disclosure Booklet"), and the other agreements referred to in the Disclosure Booklet, including the Consumer Deposit Accounts Brochure and the account opening documents for your account, and including any subsequent amendments and updates, all of which make up the contract between you and City National Bank that governs your account. In the event there is a conflict between the terms of (A) this CityNET Consumer Online Banking Agreement and (B) the Consumer Deposit Account Agreement and Disclosure booklet, the terms of the Disclosure Booklet shall control.

**Bank's Right to Terminate this Agreement**- The Bank reserves the right to terminate this CityNET Agreement and your access to Online Financial Services through CityNET, in whole or in part, at any time.

#### **Assignment and Waiver**

This CityNET Agreement is made for the exclusive benefit of you and City National Bank. No third party has any rights under this agreement. The Bank may assign our rights and delegate our duties under this CityNET Agreement to a company affiliated with us, or to a third party including independent contractors. You may not assign any right or delegate any obligation under this CityNET Agreement without our prior written consent.

**Governing Law and Compliance** -Your accounts and this CityNET Agreement will be governed by federal laws and regulations applicable to national associations like City National Bank, and, to the extent local law applies, construed in accordance with the laws of the state of Oklahoma, without reference to Oklahoma's conflict of law provisions. If Oklahoma law and federal law are inconsistent, federal law governs.

**Security Interest and Right of Set-Off**- You grant us a security interest in your Bank accounts to secure the repayment of any overdraft, debt or other obligation that you have with the Bank, whether direct or indirect, and/or any fees or service charges owed to the Bank. We may (without prior notice and when permitted by law) set-off the funds in your Bank account(s) against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. See the Security Interest and Right of Set-Off in your Disclosure Booklet for additional information.

#### **Other Terms**

- **Validity** - If any provision of this CityNET Agreement is found to be void or invalid, the remainder of this CityNET Agreement will remain in full force and effect.
- **Severability** - If any provision of this CityNET Agreement is found to be void or invalid or unenforceable according to its terms, the remainder of this CityNET Agreement will remain in full force and effect.
- **Headings** - The headings in this CityNET Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this CityNET Agreement should be construed so the singular include the plural and plural include the singular.