

# Terms and Conditions of CSB Commercial OnlineBanking and Cash Management Agreement

This Online Access Agreement ("Agreement") for accessing your accounts via CSB OnlineBanking explains the terms and conditions governing the following online services: banking, bill pay, Cash Management and other banking services offered through Citizens Security Bank OnlineBanking (collectively, the "CSB OnlineBanking"). The accounts that may be accessed via CSB OnlineBanking are specified accounts maintained with Citizens Security Bank. By using CSB OnlineBanking you agree to abide by the terms and conditions of this CSB OnlineBanking Agreement. The terms "we," "us," "our," and "Bank" refer to Citizens Security Bank. "You" and "Your" refers to the account holder.

## 1. WHAT THIS AGREEMENT COVERS

This Agreement between you and the Bank governs the use of CSB OnlineBanking, an electronic service that permits Bank customers to access certain eligible accounts through the World Wide Web.

Accounts and services provided by the Bank, which you access through the Online Services, may be governed by separate agreements with you. The applicable account disclosure statement or account agreements (Your Deposit Account) also govern each of your accounts at the Bank. If there is a conflict between your Account Disclosure Statement or other credit agreements you have with the Bank and this Agreement with respect to CSB OnlineBanking, this Agreement shall control as to Online Services.

Access for this service is available through the use of personal computers or similar access devices and may be provided through a private network connection or through the World Wide Web. You are responsible for obtaining and maintaining Internet Service and loading the respective software, including but not limited to a web browser program, such as, Netscape Navigator ("Netscape") and Microsoft Internet Explorer ("IE") or any other program which supports Secure Sockets Layer technology, and any future upgrades to the respective software onto your Personal Computer to ensure proper access to our Online Services

## 2. ACCEPTING THE AGREEMENT

The first time you access your Bank account(s) through CSB OnlineBanking confirms your agreement to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this Agreement and Disclosure Statement.

## 3. WAIVER OF REQUIREMENT FOR TWO SIGNATURES

You recognize that any requirement of obtaining multiple signatures on checks, if such a requirement exists, does not apply to electronic, including online bill payments, and release the Bank from liability when making such transfers or payments. This means that any person authorized by you (as provided by this agreement) to make electronic transfers, including online bill payments from your account may do so, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

## 4. ELIGIBLE ACCOUNTS

As used in this Agreement, your eligible accounts through the Online Services are listed below:

- Basic Checking Account
- Regular Checking Account
- Premier Checking Account
- Basic Business Checking Account
- Interest Plus Business
- Regular Savings
- Money Market Saving
- Time Certificate of Deposit

All such accounts maintained by you at the Bank shall be subject to this Agreement, unless you specify otherwise.

## 5. CONFLICTS OF LAW

Guam Law and applicable U.S. federal law and regulations govern this Agreement, even if the laws of another jurisdiction govern your Account Disclosure Statement and other credit agreements with the Bank and even if your account is at a branch of Bank out of Guam or you reside or located out of Guam. You agree that any action that may be filed by you elsewhere will be transferred to the appropriate court in Guam, if we decide we want it transferred.

## **6. ELECTRONIC MAIL (E-MAIL)**

Sending e-mail through our CSB OnlineBanking is a way to communicate with us. However this method of communication is generally not secure. For example, you may e-mail us if you have questions about your account(s) or you would like to comment on your banking service. You may send us e-mail by using our "Contact Us" page at [www.csb.com.gu](http://www.csb.com.gu). To ensure the security of your account information, we recommend that you not disclose sensitive, confidential, or private information (User IDs, Passwords, Account Numbers) when sending e-mail. You cannot use e-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within our CSB OnlineBanking.

## **7. NEW SERVICES**

We may, from time to time, introduce new Online Services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement as to such services.

## **8. ONLINE SERVICES**

Through our CSB OnlineBanking, you can manage your eligible accounts from your personal computer. You can use our CSB OnlineBanking to:

- Check balances and activity on any of your checking, savings, and certificate of deposit, IRA or loan accounts.
- Transfer funds between any accounts which have been set up to allow transfers, including to and from a line of credit.
- See and print your current or previous bank statements.
- Have an electronic version of your bank statement delivered to you by e-mail.
- View transactions within a range of dates.
- Place stop payments requests and inquire into any currently outstanding stop payments requests.
- Download transactions into most personal finance software packages.
- View and print copies of cancelled check.
- Customize the names of your bank accounts.
- Prioritize the order of your accounts, so you can view the accounts that are most important to you.
- See the detail of your deposit, showing images of all checks within each deposit you make.
- Use e-mail balance notification so you will be notified when your accounts balance reaches your pre-selected limit

## **9. YOUR ONLINE PASSWORD**

### **USER IDs and Passwords for Business Accounts Other Than Sole Proprietors**

The Bank will establish one USER ID for you to act as the "Supervisor". This Supervisor USER ID has the responsibility and authority to control the security level of any of your requested additional USERS. The Bank will establish additional "generic" USER IDs for you, but your Supervisor controls each USER's access. It is understood that the Bank will not be held liable for the security or account access granted to any USER by you for security purposes. Each USER is required to change their Password upon their initial login to CSB OnlineBanking. You acknowledge and agree that Bank, in granting your request, shall issue to you a Temporary Password to facilitate your exclusive access to the accounts as requested herein and said Temporary Password shall be kept absolutely confidential by you to ensure secure access to your accounts. Further, you agree to change the Temporary Password to a Password of your sole selection and choosing upon your initial access to CSB OnlineBanking. Neither Bank nor any of its representatives shall ever ask for your Password. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to CSB OnlineBanking will be revoked. To re-establish your authorization to use CSB OnlineBanking, you must contact us to have your password reset or to obtain a new temporary password. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, and names of children. Access to your accounts through CSB OnlineBanking will be based upon the USER ID and authority levels granted by your Supervisor. We undertake no obligation to monitor transactions through CSB OnlineBanking to determine that they are made on behalf of the accountholder or that the USER has the authority to initiate the transaction. All transactions implemented through use of a USER ID or means of identification established hereunder shall conclusively be deemed authorized by you and valid as submitted to us, even though implemented by a person not authorized by you to use such means of identification or the transaction contains an error in amount, payee account number or other information or is an erroneous duplicate payment.

## **10. SECURITY**

You understand the importance of your role in preventing misuse of your accounts through CSB OnlineBanking and you agree to promptly examine your paper statement for each of your Bank accounts as soon as you receive them. You agree to protect the confidentiality of your account, account number and personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account(s). Your User ID is intended to provide security against unauthorized entry and access to your account(s). Data transferred via CSB OnlineBanking are encrypted in an effort to provide transmission security. CSB OnlineBanking utilizes identification technology to verify that the sender and receiver of CSB OnlineBanking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that CSB OnlineBanking are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet

and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing CSB OnlineBanking or e-mail transmitted to and from us, will not be monitored or read by others.

#### **11. YOUR COST FOR USING ONLINE SERVICES AND PAYMENT ACCOUNT**

You agree to pay the fees and charges for your use of CSB OnlineBanking as set forth in Section 28 entitled Schedule of Fees & Charges. You agree to designate a payment account, which may be a checking or savings account, where the Bank will deduct all such fees and charges for such use. If the payment account has insufficient funds to cover fees, the Bank may deduct the fee from any other deposit account linked to Citizens Security Bank Online (in any order we choose). You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Services. Other fees, as described in the applicable Account Disclosure Statement, may apply to services you ordered online. Fees may also be assessed and billed separately by your Internet Service Provider. If you close the payment account, you must notify us and identify a new payment account for the selected services. Additionally, if you close all Bank accounts, you must notify our Customer Service Center to cancel your Online Services. You agree to be responsible for any charges that you incur by accessing your Bank accounts through CSB OnlineBanking. If you wish to cancel any of your OnlineBanking Service, please contact Citizens Security Bank Customer Service Center at (671) 479-9000 or send us cancellation instructions via e-mail by using our "Contact Us" page at [www.csb.com.gu](http://www.csb.com.gu) or in writing to Citizens Security Bank P.O. Box EQ Hagatna, GU 96910.

#### **12. OVERDRAFTS (ORDER OF PAYMENTS, TRANSFERS, AND OTHER WITHDRAWALS)**

If your account has insufficient funds to perform electronic fund transfers you have requested for any given business day, then:

- a) Electronic fund transfers involving currency disbursements, like ATM withdrawals have priority;
- b) Electronic fund transfers initiated through the Online Services which would result in an overdraft of your account may, at our discretion, be cancelled;
- c) In the event the electronic fund transfers initiated through the Online Services which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Your CSB OnlineBanking may be cancelled at any time without prior notice due to insufficient funds in one of your accounts or in Bank's discretion. After cancellation, CSB OnlineBanking may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Citizens Security Bank at (671) 479-9000 or e-mail us by using our "Contact Us" page at [www.csb.com.gu](http://www.csb.com.gu) or write to us at P.O. Box EQ Hagatna, GU 96910.

#### **13. LIMITS ON AMOUNTS AND FREQUENCY OF ONLINE SERVICES TRANSACTIONS**

The number of transfers from Bank accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. 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.

#### **14. OUR LIABILITY**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor any third party providing services through CSB OnlineBanking shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, or by Internet browser providers such as Netscape and IE, or by Internet Service Providers or by any third party providing services through CSB OnlineBanking or by an agent or subcontractor of any of the foregoing. Nor shall we or any third party providing services through Online Services 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 Services, or Internet browser or access software.

#### **15. HOURS OF ACCESSIBILITY**

You can access your Bank accounts through CSB OnlineBanking seven days a week, 24 hours a day. However, at certain times, some or all of our Online Services may not be available due to system maintenance. We agree to post notice of any extended periods of non-availability on the website.

A transfer initiated through CSB OnlineBanking before 6:00 PM (CHST) on a business day is posted to your account the same day. All transfers initiated after 6:00 PM (CHST) on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day. Our business days are Monday through Friday, excluding Saturday, Sunday, and banking holidays. "Banking holidays" shall mean all Guam banking holidays that Bank has designated and/or federal banking holidays. CSB OnlineBanking may also be unavailable as a result of events, such as earthquakes, windstorms, fires, floods, computer failures or interruptions in power or telephone service or strikes. While we and our service provider(s) are dedicated to provide you with reliable online service, we cannot and do not assume responsibility for losses, damages or expenses that may occur because CSB OnlineBanking is unavailable at any given time, even if that unavailability is unscheduled, except as otherwise provided under Section 19c.

#### **16. ADDITIONAL TERMS AND CONDITIONS**

Obtaining Account Balance and Transaction History – You can obtain balance and transaction history on all eligible accounts that are enrolled in CSB OnlineBanking. See Section 4 above for specific accounts accessible through CSB OnlineBanking. Account balance and transaction history reflects activity through the close of the previous business day. 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. Account History is updated regularly on a scheduled basis. However, history may not reflect up to the minute information depending on when you log on due to daily system maintenance.

## 17. BILL PAYMENT SERVICES

### a. Using the Service

The CSB OnlineBanking Bill Payment ("CSB Bill Pay") allows you to make bill payments through CSB OnlineBanking. You can arrange for CSB Bill Pay. You must designate the Citizens Security Bank account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the Scheduled Payment date (typically four (4) or fewer Business Days from the current date). The Scheduled Payment date should be no later than the actual Due Date reflected on your Biller Statement. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. By using the Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your online payment will be charged to your Primary Checking Account as indicated on your application. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly. 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. Bill payments are handled by an independent third party: Fidelity Information Services. Citizens Security Bank cannot and will not guaranty or be held responsible for the completion and accuracy of your bill payments. You are solely responsible for accurately completing the required information in the forms provided and for furnishing in transmittable form all information that may be required by your payee to properly credit the relevant account. When we receive a payment instruction, we will remit funds to the payee on your behalf, from the funds in your selected Citizens Security Bank Checking Account. All bills submitted after 3:00 PM (CHST) will be posted on the next business day. We shall not be obligated to make any such payment unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date. Funds for ALL bill payments (whether these payments are made electronically or by check) will be withdrawn from your account on the day the instructions to pay the bill have been made. How to Cancel a Bill Payment - To cancel a bill payment that you have scheduled through CSB OnlineBanking, you must cancel the payment online via CSB OnlineBanking (by following the onscreen instructions) before 3:00 PM (CHST) on the date the payment is scheduled to be debited from your account. Citizens Security Bank shall not be responsible for any charges imposed, termination of service or any other action taken by a payee resulting from a payment that is made by you in an untimely manner, including any applicable finance charges and late fees. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. We are not liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a payee for a bill payment from CSB Bill Pay. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Bank's agent. In any event, Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or CSB Bill Pay, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control. We will incur no liability if we are unable to complete a payment requested by you through CSB Bill Pay if

1. Sufficient funds are not available in your designated payment account and/or Ready Reserve Line,
2. the CSB Bill Pay processing center or CSB OnlineBanking is not working properly,
3. the payee mishandles or delays a payment processed by us,
4. the payment account is closed or frozen,
5. a legal order directs us to prohibit withdrawals from the payment account or,
6. you have provided inaccurate information regarding the payee or your account with that payee.

Citizens Security Bank reserves the right to terminate your use of CSB Bill Pay at any time. If, for any reason, you should ever wish to cancel CSB OnlineBanking, we strongly suggest that you cancel all bill payments at the same time that you cancel your service. You can cancel CSB Bill Pay through CSB OnlineBanking, by using CSB OnlineBanking messaging options, by calling Citizens Security Bank, Customer Service Center at (671) 479-9000 or E-Mail us by using our "Contact Us" page or write to us at Citizens Security Bank, P.O. Box EQ Hagatna, GU 96932. This will ensure that payments and transfers made by you will not be duplicated. We will automatically delete all payment instructions once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

### b. CSB Bill Pay Fees

CSB Bill Pay services will be assessed a CSB Bill Pay fee. For the fees applicable to your CSB Bill Pay service see Section 29 entitled Schedule of Fees and Charges. The CSB Bill Pay monthly fees cover service for the previous month and are effective upon enrollment. Fees will be charged to your payment account, whether or not bill payments are made in the month. If the payment account has insufficient funds to cover fees, the Bank may deduct the fee from any other deposit account linked to CSB OnlineBanking (in any order we choose). If the fee cannot be paid, we may cancel CSB OnlineBanking. After cancellation, CSB Bill Pay may be reinstated by contacting Citizens Security Bank Customer Service Center once sufficient funds are available in your account to cover all accrued CSB Bill Pay fees and any other pending transfers or debits.

### c. No Duty to Monitor Payments

We do not have any duty to monitor the payments that are made through CSB Bill Pay. If you are a sole proprietor operating a business and a representative of yours whether or not authorized by you uses your CSB Bill Pay account and a Password or security code list hereunder to pay bills which are not yours, or to engage in transactions not authorized by you, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims demands, judgments and expenses arising out of or in any way connected with such use.

#### **d. Coupons**

A few payees may require return of a payment stub or coupon with your payment and may delay or refuse to process online payments because they will not conform to that requirement. We cannot and will not be responsible for any delay in or refusal with regard to the processing of your payment by such payees. Our only responsibility is to assure that we process your payments properly in accordance with this Agreement. If a payee for any reason refuses to accept your Online Payment or if for any other reason and Online Payment cannot be completed, we will reverse the payment by recrediting the amount of the payment to the eligible account unless we notify you otherwise. We will not be responsible or liable for any late charges or extra interest or other charges or costs of expenses that may result from the Payee's delay in accepting and processing, or the Payee's non-acceptance or return of any payment, except as otherwise provided under Section 19c. If a payee cannot properly and timely credit a payment made by you through this Online Agreement without a coupon or stub or other information or matter than cannot be accommodated on the bill payment format presented by Bank, you should use another form of payment. Your CSB OnlineBanking may be cancelled at any time without prior notice due to insufficient funds in one of your accounts or in Bank's discretion. After cancellation, CSB OnlineBanking may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Citizens Security Bank Customer Service at (671) 479-9000 or e-mail us at [csb@csb.com.gu](mailto:csb@csb.com.gu) or write to us at P.O. Box EQ Hagatna, GU 96932.

#### **NOTE:**

**ANY PAYMENTS MADE WITH CSB BILL PAY REQUIRE SUFFICIENT TIME FOR YOUR PAYEE TO CREDIT YOUR ACCOUNT PROPERLY. TO AVOID INCURRING A FINANCE CHARGE OR OTHER CHARGE, YOU MUST MAKE THE PAYMENT SUFFICIENTLY IN ADVANCE OF THE DUE DATE OF YOUR PAYMENT.**

**YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT TO REACH THE MERCHANT.**

### **18. GENERAL TERMS**

#### **a. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms we will update this Agreement, and either send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). 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 CSB OnlineBanking. If such a change is made, and it can be disclosed without jeopardizing the security of CSB OnlineBanking, we will provide you with electronic or written notice within thirty (30) days after the change. As always, 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. The applicable Account Disclosure Statement governs changes to fees applicable to specific accounts.

#### **b. Disclosure of Account Information**

You authorize the Bank and each of its affiliates to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- To comply with government agency or court orders or requests; or
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- Where it is necessary for completing transfers; or
- To provide services relating to your account or to offer other products and services; or
- If you give us your permission; or
- To a permitted assignee of Bank.

#### **c. Other Agreements**

In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, the Bank's rules and regulations, the rules and regulations of any funds transfer Online Services the bank belongs, and applicable Territory, State, and Federal laws and regulations. We agree to be bound by them also.

#### **d. Assignment**

The Bank may assign this Agreement to a parent corporation or to any now-existing or future direct or indirect subsidiary of a parent corporation. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

### **19. ADDITIONAL PROVISIONS**

#### **a. Protecting your Password**

You agree that we may send notices and other communications including password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: (1) keep your password secure and strictly confidential, providing it only to

authorized signers on your account(s); (2) instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person; and (3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person. THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. We may, but are not obligated to, suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner.

**b. Acknowledgment of Commercially Reasonable Security Procedures.**

By using CSB OnlineBanking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

**c. Limitation of Bank's Liability**

If we fail or delay in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

**d. Authorized Representatives**

Any authorized representative of your business is authorized on such terms, conditions, and agreements as we may from time to time require to:

- enter into this Agreement, as amended from time to time;
- access each eligible account of yours in any manner and for any purpose available through CSB OnlineBanking, whether now available or available at some time in the future; and
- use CSB OnlineBanking in any manner and for any purpose, whether now available or available at some time in the future.

**20. DOCUMENTATION OF TRANSFERS**

Transaction and balance information provided online will not replace any statements you receive from us. Rather, you will continue to receive the same regular account statements for your eligible accounts as you are already receiving or as may be furnished from time to time by Bank consistent with its standard business practices concerning such accounts. These statements will reflect online transactions, and will state the amount of each transaction, the type of transfer, the Account charged or credited if a bill was paid.

**21. RIGHT TO STOP PAYMENT**

STOPPING THE PAYMENT OF A CHECK IS DIFFERENT FROM THE CANCELLATION OF A BILL PAYMENT. ONCE THE BILL PAYMENT HAS BEEN DEBITED FROM YOUR ACCOUNT, YOU CANNOT CANCEL OR STOP A BILL PAYMENT MADE ONLINE.

You may initiate stop-payment requests online via CSB OnlineBanking only for paper checks you have written (non-electronically) on your Bank accounts. Online stop-payment requests received by 7:00 PM (CHST) are processed on the same business day. Online stop payment requests received after 7:00 PM (CHST) are processed the following business date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the check number, the amount, and the date of the check. These are all required fields in the online stop-payment form. You must notify Citizens Security Bank to cancel this order if and when the reason for the stop payment ceases to exist. The closing of the account upon which this check is drawn shall automatically cancel this order. It is understood that if a third person (including another branch of the bank) becomes a holder in due course of this check, he may be entitled to enforce payment against the drawer. Each Stop Payment made online will be in effect for up to six (6) months from the date of posting the notice. You will incur stop-payment charges as disclosed in Section 29 Schedule of Fees & Chargers.



## 22. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

WE MAKE NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH CSB OnlineBanking PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT CSB OnlineBanking WILL OPERATE WITHOUT ERRORS OR THAT ANY OR ALL ONLINE SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO CSB ONLINEBANKING, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR WHETHER WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES. FURTHER, IN NO EVENT SHALL THE LIABILITY OF CITIZENS SECURITY BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH CSB ONLINEBANKING.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Online Service or eligible account;
- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for our or your protection.

This provision is for the benefit of Bank and not you and does not modify any provision of this Agreement or applicable law which limits Bank's liability to you.

## 23. INDEMNIFICATION

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your eligible account, if you are an owner of an eligible account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims demands, judgments and expenses arising out of or in any way connected with an eligible account or the performance of CSB OnlineBanking. This indemnification is provided without regard to whether our claim for indemnification is due to the use of CSB OnlineBanking by you or your authorized representative.

## 24. YOUR RIGHT TO TERMINATE

You may cancel your CSB OnlineBanking service at any time by providing us with written notice by postal mail or fax. Your access to CSB OnlineBanking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

## 25 OUR RIGHT TO TERMINATE

You agree that we can terminate or limit your access to CSB OnlineBanking for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Bank accounts. CSB OnlineBanking may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3-business days notice, if you do not contact us to designate a new Checking Account immediately after you close your Checking Account.
3. Upon reasonable notice, for any other reason in our sole discretion.
4. If you do not schedule or process a payment in your Citizens Security Bank bill payment account via our CSB OnlineBanking for any three (3) month period. Please note that your online bill payment information will be lost if you are disconnected.
5. If you do not access your Bank accounts via our CSB OnlineBanking for any three (3) month period.

## 26. COMMUNICATIONS BETWEEN BANK AND YOU

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

1. You can contact us by e-mail by using our "Contact Us" page at [www.csb.com.gu](http://www.csb.com.gu) (Please note that banking transactions through CSB OnlineBanking are not made via e-mail.)
2. You can contact us by telephone at (671) 479-9000
3. You can contact us by fax at (671) 479-9090
4. You can write to us at: Citizens Security Bank, P.O. Box EQ Hagatna, GU 96910
5. You may visit us in person at any one of our locations Hagatna, Harmon, Dededo or Tamuning in Guam.

**27. CONSENT TO ELECTRONIC DELIVERY OF NOTICES**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on CSB OnlineBanking web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

**28. SCHEDULE OF FEES AND CHARGES FOR BUSINESS/COMMERCIAL ACCOUNTS:**

Business Online Banking Services	\$10.00/per account/per month
Payroll (via ACH):	\$0.10 per item
ACH Receipts:	\$0.10 per item
ACH Payments:	\$0.10 per item
ACH Returned Items:	\$5.00 per item
Collections (via ACH):	\$0.10 per item
Wire Transfers:	
a) Domestic Wires:	\$35.00 per wire
b) International Wires:	\$35.00 per wire plus correspondent bank fees
Stop Payment	\$5.00 per stop payment request



## TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

### **Bill Payment Service**

This is your bill paying agreement with Citizens Security Bank. You may use Citizens Security Bank's bill paying service, Bill Pay, to direct Citizens Security Bank to make payments from your designated checking (account) to the Merchants you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules).

"You" or "your" means each person who signs the bill paying enrollment form or is otherwise authorized to use the Service. "Merchant" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a payee.

### **HOW TO SET UP MERCHANTS/PAYMENTS**

When you sign onto the bill pay system you will establish your list of Merchants by selecting the Add button on the Set up Accounts and Payee screen. You may add a new fixed payment for any Merchant but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. The check will carry your account number and will clear directly through your account. A unique check number will appear on your statement for easy recognition. The Financial Institution reserves the right to refuse the designation of a Merchant for any reason. The Financial Institution is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

### **THE BILL PAYING PROCESS**

The Financial Institution will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by the Financial Institution, which is currently **3:00PM (CHST)**. Variable bill requests received after the business day cut off time, or at any time on a non-business day will be processed on the next business day. The Financial Institution reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, YOU MUST SELECT THE OPTION OF "LAST BUSINESS DAY" FOR PROCESSING TO BE ALWAYS BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS) Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

You must select a Payment Date that is at least five (5) business days before the actual Due Date reflected on your Payee statement. If your actual Due Date falls on a non-business day you must select a Payment Date that is at least one business day before the actual Due Date. Payment Dates should be prior to any late date or grace period.

When you have scheduled a payment, you authorize the Financial Institution to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments from using the Bill Pay Service.

The Bill Pay Service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

1. You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment; and/or,
2. Circumstances beyond the control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances;
3. The payment-processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Financial Institution has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations.

The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Merchant.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

**RETURNED PAYMENTS**

In using the Service, you understand that the Service and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, the Service account number is not valid; the Service is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Service.

**LIABILITY**

You are solely responsible for controlling the safekeeping of, and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Merchant for a Bill Payment. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

**AMENDMENT AND TERMINATION**

The Financial Institution has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

The Financial Institution has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf.

**FEES**

The fee for the Bill Paying Service is \$5.00 per month, for an unlimited number of monthly payments.

**Additional Charges for Customer requested Services and Other Items**

These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a Financial Institution error.

- Return Check due to Subscriber Error.....\$ 5.00
- Check Copy Mailed or Faxed to Subscriber or Bank .....\$ 5.00
- Check Copy Mailed to Merchant .....\$ 5.00
- Stop Payment .....\$ 5.00
- Return ACH items due to Subscriber or Bank Error .....\$ 5.00
- Overnight Carrier Delivery Charge per item .....\$ 5.00
- Special/Custom Report Charge .....\$ 25.00
- Research Fee for items over 8 months old .....\$ 25.00

The Financial Institution reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Some Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

**Responsibility**

Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking or On-line Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or On-line Financial Services; (ix) you knew that Online Banking and/or the On-line Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

**Unauthorized Transactions**

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose

as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) 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; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

#### **Electronic Mail (E-mail)**

Sending E-mail is a very good way to communicate with Institution regarding your accounts or the On-line Financial Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to Institution. You cannot use e-mail to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

#### **Disclosure of Information**

Information submitted to Institution or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by Institution or prohibited by law.

#### **Links to other Sites**

Information that Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Institution's site. Institution makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

#### **Virus Protection**

Institution is not responsible for any electronic virus that you may encounter using the On-line Fund Services. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

#### **Damages and Warranties**

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or the use of the On-line Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus (es) Customer may encounter after installation of such software or use of Online Banking or the On-line Financial Services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Institution and its suppliers provide Online Banking and the On-line Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the On-line Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the On-line Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the On-line Financial Services, or contained in any third party sites linked to or from Institution's web site. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ON-LINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

#### **Indemnification**

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

**Additional Remedies**

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

**Termination and Changes in Terms**

Institution reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our web site.

**Applicable Rules, Laws, and Regulations**

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, Guam, a territory of the U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Guam, a Territory of the U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

**Assignment**

Institution may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

**Integration**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Institution.

**Severability**

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

**Waiver**

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

**Force Majeure**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

**Construction**

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.

## ACH Origination Agreement

In consideration of the mutual covenants herein, Citizens Security Bank ("Bank") and the undersigned ("Company") have agreed as follows as of the date of acceptance by Bank's authorized representative noted below.

The Company has requested that the Bank permit it to initiate electronic signals through the Bank to account maintained at the Bank and in other banks and financial institutions, by means of the Automated Clearing House (the "ACH") operated by the National Automated Clearing House Association (NACHA).

In consideration of the mutual covenants herein, Citizens Security Bank. ("Bank") and the undersigned company ("Company") have agreed as follows as of the date of acceptance by Bank's authorized representative noted below:

The Company has requested that the Bank permit it to initiate electronic signals for paperless entries through the Bank to account maintained at the Bank and in other banks and financial institutions, by means of the Automated Clearing House (the "ACH") operated by the National Automated Clearing House Association (NACHA).

1. All provisions of this Agreement and the operating rules of NACHA, as amended from time to time (the "Rules") shall apply to "on us" entries (entries which are not transmitted by the Bank to ACH because the Bank would be the receiving bank) as if such entries were processed through ACH to the Bank as the receiving bank, and the Bank and its customers shall have all rights with respect thereto as if the Bank had been only a receiving bank with respect to such entries.

2. The Bank will transmit the credit and debit entries initiated by the Company directly or indirectly to the ACH as provided in the Operating Rules of NACHA, as in effect from time to time (the "Rules"), and this Agreement. The Rules incorporate the Operating Rules of the National Automated Clearing House Association by reference.

3. The Company will comply with the Rules insofar as applicable. The specific duties of the company provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking.

4. The Company will retain the original or a copy of each authorization received by the Company for two (2) years after termination of revocation of such authorization.

5. The Company will provide Company, User, and Daily Limits information in the manner specified in Enclosure 1 of this Agreement.

6. Each entry or file shall be delivered to the Bank according to the schedule and delivery procedure established by the Bank as set forth in detail in Enclosure 2 (the Bank's deadlines for input) of this Agreement. The parties shall each retain copies of each entry or file sent to the Bank or otherwise shall be able to reconstruct transaction data for a period of sixty (60) business days after the Settlement Date and will submit such copy or such reconstructed entry of file to either party upon request.

7. The Company will provide immediately available funds to cover any credit entry initiated by it not later than the Settlement Date applicable thereto.

8. The Company will receive immediately available funds for any debit entry initiated by it on Settlement Date applicable thereto.

9. If the Company discovers that any entry it has initiated was in error and wishes to reverse, or delete any such entry or file, it shall immediately notify the Bank of such error. The Bank will utilize its best efforts to delete the entry prior to transmittal to the ACH but will not be responsible for any failure to effect such deletion. If such notice from the Company is received prior to 3:00 p.m. on the business day prior to Settlement Date or date of transmission, whichever is earlier, the Bank will utilize its best efforts to delete the entry on behalf of the Company prior to transmittal to the ACH but shall not be responsible for any failure to do so. If such notice from the Company is received thereafter, the Bank will utilize its best efforts to reverse the entry on behalf of the Company, but shall not be responsible for any failure to do so.

10. In the event of an error by the Bank in handling any entry or file, the Company shall immediately, upon discovery, notify the Bank by telephone of any error that the Company desires the Bank to correct. Additionally, such oral notice shall immediately be followed by a written notice of the error to the Bank. The Company shall examine promptly all material received by the Company from the Bank or any other party involved in the paperless entry process and shall notify the Bank in writing within ten (10) business days of receipt by the Company of any material showing such error.

11. In the event any entries are rejected by the ACH for any reason whatsoever, it shall be the responsibility of the Company to remake such entries; provided, however, that the Bank shall remake such entries in any case where such rejection by the ACH was due to mishandling of such entries by the Bank and sufficient data is available to the Bank to permit it to remake such entries. The Company shall retain and provide the Bank, on request, all information necessary to remake any file of entries for three days after midnight of the Settlement Date.

12. The Parties agree that the return of rejected entries shall be governed exclusively by the Rules in effect at the time the entry was transmitted by the Bank. The Bank shall promptly advise the Company of its receipt of a returned entry, or notice of a returned entry, from a receiving depository financial institution ("RDFI"). The Company shall, in

turn, promptly notify the Bank of any such returned entry which it believes in good faith may not have been returned by the RDFI in a timely manner ("Late Returns"). All Late Returns shall be reported to the Bank and the Bank shall return the entry to the RDFI. The Company shall reimburse the Bank for its time applied and expenses incurred in connection with the handling of Late Returns, including by way of example and not by way of limitation any time applied or expenses incurred in connection with the arbitration of issues arising from the Late Return.

**13.** The Company will promptly provide immediately available funds to indemnify the Bank if any debit entry is rejected after the Bank has permitted the Company to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such entry is received by the Bank.

**14.** The Company will indemnify the Bank from all loss and expenses (including reasonable attorney fees) if, with respect to any entries initiated by the Company, the Bank incurs any loss of liability on account of breach, of any of the warranties the Bank must make as an originating Bank contained in the Rules. The Bank may debit the Company's account in satisfaction of any and all claims for indemnity hereunder.

**15.** The Company will pay to the Bank charges for services rendered to the Company under this Agreement computed in accordance with the Bank's standard schedule of charges for such services. The Bank shall have the right to modify its schedule of charges at any time by thirty (30) days written notice to the Company. Notwithstanding the Bank Service Fees of this Agreement, upon prior written notice to the Company, the Bank shall be entitled to adjust the schedule of charges to the extent that such adjustment is directly attributable to a change in the fees or charges the Bank incurs from a Federal Reserve Bank or clearing house.

**16.** Failure of ACH or RDFI to Execute Entry Initiations: The Bank's sole responsibility under this Agreement is to make a reasonable effort to execute the Company's entry initiations. THE COMPANY ACKNOWLEDGES THAT THE BANK WILL INCUR NO LIABILITY IN CONNECTION WITH THE FAILURE OR AN ACH OR RDFI TO PROPERLY EXECUTE AN ENTRY INITIATION AS ISSUED BY THE BANK.

**17.** The Bank makes no warranty of any kind, express or implied, to the Company beyond those provided in this Agreement or in the Rules. Without limiting the generality of the foregoing, THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICES PROVIDED HEREUNDER OR ANY OTHER WARRANTY ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

**18.** In the event the Company incurs any loss due to error or mishandling of any entry or file, the Bank shall be liable only for its own negligence or willful misconduct, and only to the extent such liability is consistent with the Rules. The Bank shall not be liable for the acts, omissions or delays of NACHA or of any other party. In the event any liability of the Bank does arise, the amount of such liability shall be limited to the direct loss sustained by the Company as a result of the Bank's error or omission and shall be further limited in amount to the greatest of: (a) The total amount paid by the Company for services under this Agreement during the 12 months preceding the incident in question; or (b) Any amount actually recovered by the Bank from NACHA or any third party pursuant to the Rules of any indemnity agreement.

**19.** In no event shall the Bank be liable to the Company for any special, indirect, or consequential damages or for any commercial losses or loss of profits.

**20.** This Agreement is terminable on ten days written notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any entries initiated by the Company prior to such termination.

**21.** To the extent any entry of file provided by the Company to the Bank shall constitute or include any electronic funds transfer as defined in the Electronic Funds Transfer Act (15 U.S.C. Sec. 1639, et seq.), or Regulation "E" hereunder (Part 205, Title XII, Code of Federal Regulations), the Company will comply with the terms of such law and regulations to the extent applicable to it and shall, in addition, take all steps the Bank shall reasonably request to assist the Bank in its compliance with such law and regulation. In the event investigation of any error with respect to a consumer account becomes necessary, the Company shall fully cooperate with the Bank and make its records fully and completely available for such purpose.

**22.** This Agreement and the Rules contain the entire agreement of the parties. No provision thereof may be modified except in writing, signed by the party against whom such modification is sought to be enforced. No waiver of any right by a party on one occasion shall be deemed a waiver of the same or any other right on a subsequent occasion.

**23.** This Agreement shall inure to the benefit and be binding upon the successors and assigns of the parties hereto.

**24.** This Agreement shall be interpreted under the laws of the Territory of Guam.

**25.** Until notified in writing to the contrary, notice to the Bank and the Company shall be addressed as follows:

If to the Company:

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If to the Bank:  
Citizens Security Bank  
424 W O'Brien Drive  
Suite 112 Julale Center  
Hagatna, Guam 96910  
Attention: CSB Customer Service Department – CASH MANAGEMENT

**26.** The Bank shall be excused by the Company for delays in performing and failures to perform this Agreement to the extent that any such delay or failure results from any cause beyond the reasonable control of the Bank, including, solely by way of example and without limitation, delays caused by the Company; acts of God, strikes, and other labor disputes; civil disorder; catastrophes of nature, fire, explosion, natural or man-made floods or any severe weather, war; nuclear attack; embargoes; actions or inactions of governmental authorities affecting either the Bank or suppliers to the Bank. The Bank agrees to make reasonable efforts to prevent such occurrences from affecting the execution of this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed the Agreement by their duly authorized officers.

Company:

By:	
Its:	
Date:	

Citizens Security Bank

By:	
Its:	
Date:	



# WIRE TRANSFER SERVICE AGREEMENT

Customer Name:	
Mailing Address:	
City, State Zip Code:	
Physical Address:	
Phone Number:	
Fax Number:	

The following terms and conditions shall apply to the use of the wire transfer services provided to *Customer* by Citizens Security Bank ("Bank").

### 1. Wire Transfer Requests (Outgoing funds)

Bank maintains a wire transfer system pursuant to which Bank shall initiate and receive funds transfers via FedLine (Federal Reserve Bank). In order to comply with Federal Regulations, the use of a completed "Citizens Security Bank Outgoing Wire Transfer Form" is required to request a wire transfer. The completed form must be presented to a Citizens Security Bank employee in person. A Citizens Security Bank employee must verify available funds before the wire transfer can be transmitted. Wire transfer requests received via CSB OnlineBanking do constitute an official form and are received and funds verified before they are forwarded to the Wire Transfer Department. Whether the request is received electronically, or in person, the form must be completed and funds available for the wire to be processed.

Customer initiating any wire transfer request shall be responsible for providing all necessary information prescribed by Bank. Customer understands that incorrect information provided on the "Citizens Security Bank Outgoing Wire Transfer Request" form may result in a transfer being returned or funds being transferred to an unintended destination. Customer agrees that Bank shall not be liable to Customer for any information provided by Customer which is inaccurate, incomplete or otherwise incorrect.

Transfers affected by Bank in accordance with this agreement shall be subject to the rules, regulations or by-laws governing the wire transfer network utilized by Bank. Bank reserves the unrestricted right to decline to process or delay the processing of any Wire Transfer: (a) which is in excess of the collected funds balance in the account of Customer to be charged as of initiation of such Transfer; (b) if initiating the Wire Transfer would cause Bank, in Bank's sole discretion, to exceed any volume, aggregate dollar, or similar limits upon wire transfer which are applicable to Bank; or (c) if Bank, in good faith is unable to satisfy itself that the transaction has been properly authorized by Customer. Bank shall incur no liability to Customer caused by the delay in processing a Wire Transfer.

### 2. Notification

It is not the policy or practice of Bank to notify Customer of the receipt of an incoming wire transfer. Incoming wire transfers are posted to the account designated on the wire the day received. Account balances may be checked to verify receipt of a wire transfer by utilizing CSB OnlineBanking or Customer Service, (671) 479-9000

### 3. Fees

Customer agrees to pay Bank all fees when due for the services provided Customer hereunder pursuant to its normal fee schedule, which fee schedule may be modified without notice to Customer.

### 4. Processing Hours

9:00 AM – 3:00 PM (CHST). Wire requests received after 3:00 PM (CHST) will be processed on the next banking day.

### 5. Payment Date

A delay may occur if the Intermediary Bank or the Beneficiary Bank is not accepting payment orders (e.g. due to a local holiday).

### 6. Notifying Us about Problems

You agree to notify us immediately if there is any discrepancy between your periodic statement and the Wire Transfer request or you discover a problem with your transfer. You must send us a written notice of the problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive a statement or notice reflecting the erroneous transfer, whichever occurs first).

### 7. Foreign Transfers

Foreign transfers may be subject to delays, charges imposed by other banks, and changes in foreign currency exchange rates.

### 8. Security Procedures

It is the policy of Citizens Security Bank to receive all wire transfer requests either electronically via CSB OnlineBanking or on the "Citizens Security Bank Outgoing Wire Transfer Request" form. Outgoing wire transfer requests will only be originated for Citizens Security Bank account holders. Forms completed in person at a Citizens Security Bank location must be signed by the account holder with proper ID provided and funds verified by a Citizens Security Bank employee before being forwarded to the Customer Service Department. CSB OnlineBanking users must be enrolled in the service to transmit wire requests. Authorities and individual user rights are assigned at the customer level and access is password driven. CSB OnlineBanking will not allow a wire transfer request to be submitted by the customer if the account to be debited does not have sufficient funds.

We may elect to verify the authenticity and content of any Wire Transfer by placing a call to any authorized signers on your account and or any other authorized representative you designate. If we are unable to verify with your representative, we may refuse to execute the Wire Transfer. You agree that our telephone confirmation of a Wire Transfer (or our reliance on any other security procedure that you and we agree upon) shall be deemed to be a commercially reasonable security procedure, in light of the anticipated size, type and frequency of your Wire Transfers.

**9. Limitation of Liability; Indemnity**

Customer agrees that Bank's responsibility to Customer under this Agreement shall be limited to the exercise of ordinary care. It is not the responsibility of Bank to monitor dollar limitations of Customer employees initiating wire transfers: only to verify that the signature is that of an authorized signer as specified in this Agreement.

Bank shall not be responsible for any expense, claim, loss or damage except that which arises out of its negligent acts committed by any of its employees in the performance of the service(s) under this Agreement. In no event shall Bank be liable for an attorneys' fees or for any special, incidental, consequential or exemplary damages, including, but not limited to, lost profits, from any cause whatsoever arising out of, or in any way connected with this Agreement. Customer expressly agrees with Bank that Bank shall be deemed to have acted without negligence in performing under this Agreement if Bank has complied with Bank's policy and procedures. Provided Bank shall have exercised ordinary care in the performance of its obligations under this Agreement, Customer agrees to indemnify and hold Bank harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including but not limited to attorneys' fees and court costs) of any nature whatsoever arising directly or indirectly from Customer's use of Banks wire transfer services.

**10. Force Majeure**

Notwithstanding any other provisions of this Agreement to the contrary, Bank shall not be liable for its failure to act upon or delay in acting upon, or default in performance of any obligation in which failure or delay results from interruptions of Bank's business due to equipment failure or malfunction, failure in common communication carrier, energy shortage, act of God, act of government authority, act of public enemy or war or riot, flood, civil commotion, labor difficulty, severe or adverse weather condition, or without limiting the generality of the foregoing other causes beyond Bank's control.

**11. Client Attestation**

I (we) hereby as, for or on behalf of Customer represent, warrant to, and covenant with Bank that I (we) have the authority to execute and deliver any and all documentation required to authorize a wire transfer request by or on behalf of Customer, including this Agreement in accordance with law and, if applicable, any articles or bylaws adopted by the Customer, that said authority has not been amended or rescinded and is in full force and effect, and that I (we) as, for and on behalf of Customer, am duly authorized so to act. Bank, in accepting this Agreement, is expressly acting and relying upon the aforesaid representations and warranties.

**12. Amendment and Termination**

We may amend the terms of the Wire Transfer Service Agreement by providing you with prior notice. We may terminate the agreement at any time, with or without cause. You may terminate this agreement with or without cause by providing us with seven days prior written notice.

CUSTOMER INFORMATION	
Authorized Representative:	_____
By:	_____ (Print or Type)
Signature:	_____
Title:	_____
Date:	_____

FOR CITIZENS SECURITY BANK USE ONLY	
Authorized By:	_____
Signature:	_____
Title:	_____
Date:	_____