

Citizens Bank Business Bill Pay Disclosure and Agreement

This Business Bill Pay Disclosure and Agreement (Agreement) governs your use of Citizens Bank's bill payment service "Bill Pay ". By using Bill Pay, you agree to all the terms of this Agreement. Please read it carefully and keep a copy for your records. The terms "You" and "Your" means any person(s) who applies for Online Banking and is enrolled in Bill Pay with Citizens Bank through completion of an Online Banking Enrollment Form or uses Online Banking, Mobile Banking and Bill Pay . "We," "our," "us," and "Bank," refers to Citizens Bank. "Business Day" means Monday-Friday, except for federal banking holidays. Citizens Bank Online Banking, Mobile Banking, or Bill Pay means our Service that allows you to access your accounts, make payments, transfer funds, obtain information, and perform other transactions over the Internet by use of your personal computer or portable mobile device such as a mobile phone, tablet or PDA. Online Banking and Mobile Banking can be accessed through our website at www.citizensEbank.com. Each of your accounts at Citizens Bank, which are accessed by Online Banking, Mobile Banking and Bill Pay continue to be governed by the applicable Account Agreement and regulations relating to business deposit accounts.

Citizens Bank may, from time to time, introduce new Business Bill Pay services or change the Business Bill Pay services. We will update this Citizens Bank Business Bill Pay Disclosure and Agreement when this occurs. For example, we may add, delete or amend services. We will notify you of such changes by mail or electronic message. By using these services when they become available, you agree to be bound to the terms contained in this and any updated Citizens Bank Business Bill Pay Disclosure and Agreement. If you initiate a transaction using one of our Citizens eBanking Services after the publish date of the revised Agreement, this constitutes your acceptance of the revised Agreement as published.

Enrollment

To use Citizens Bank's Business Bill Pay, customers must first be enrolled in Online Banking by completing an Online Banking Enrollment Form. If you are currently enrolled in Online Banking, you may enroll in Bill Pay and you must agree to the Business Bill Pay Disclosure and Agreement. If you are not currently enrolled as an Online Banking customer, please contact a representative to request an Online Banking Enrollment Form. You must agree to the terms and conditions as set forth by Citizens eBanking Online Access Agreement and separate Business Bill Payment Disclosure and Agreement for access to Bill Pay. Once you have been approved and activated simply log onto Online Banking at www.citizensEbank.com, then determine which checking account you want to use for Bill Pay by choosing the "set up as bill payment account" option on the activities drop down box. Review the Disclosure and Agreement on the Bill Payment charges screen and press the "Accept" button to complete the Bill Pay setup.

Fees

Bill Pay for business accounts has no monthly fee.

Identification and Password

In order to access Bill Pay, you must login to Online Banking or Mobile Banking using your Online Banking login ID and Password. Online Banking login IDs and Passwords are issued during the enrollment

process of Online Banking. Please refer to the Citizens eBanking Online Access Agreement for more details on the Online Banking login IDs and Passwords.

Customer Service

If you need assistance with Bill Pay, you may call a Bill Pay Representative at 1-888-232-0227 or have a Live Chat within Bill Pay. Bill Pay Representatives are available Monday-Friday from 4:30 a.m. to 11:00 p.m. Pacific Time excluding Federal Holiday's.

If you need assistance with our Citizens eBanking System, you may contact a Customer Service Representative by calling 541-752-5161 or 1-844-770-7100 Monday-Friday from 7:00 a.m. to 11:00 p.m. Pacific Time. Weekends and Holiday's from 9:00 a.m. to 5:00 p.m. Pacific Time, excluding Thanksgiving and Christmas.

You may also email customerservice@citizensEbank.com. It must be noted electronic mail (E-mail) transmissions are not secure communications. We therefore request that you do not send us or ask for sensitive information in the form of E-mail. You may stop by the Bank and talk to a Customer Service Representative or write us at: Citizens Bank, P.O. Box 30, Corvallis, OR 97339.

Hours of Accessibility

You can access your accounts through Online Banking and Mobile Banking, 24 hours a day, seven days a week. However, at certain times, Online Banking and Mobile Banking or one or more of our websites may not be available due to Internet problems beyond the Bank's control or system maintenance.

Payment Originations and Modifications

Payments added and scheduled prior to the "Send on" date can be edited or deleted until 4:59 a.m. Pacific Time on the "Send on" date.

If the "Send on" date falls on a business day Monday-Friday, except for federal holidays, scheduled payments edited or deleted after 5:00 a.m. Pacific Time will not become effective until the next business day.

Payments added and scheduled on the "Send on" date can be edited or deleted until 11:59 p.m. Pacific Time on the "Send on" date.

If the "Send on" date falls on a business day Monday-Friday, except for federal holidays, scheduled payments added, modified or deleted after the 12:00 p.m. Pacific Time cutoff will not become effective until the next business day.

Recurring Payments scheduled to occur on a weekend or federal holiday will be processed before or after the weekend or holiday based on customer selection. Recurring Payments scheduled to process before or after a weekend or federal holiday can be modified until 4:59 a.m. Pacific Time on the "Send on" date.

To schedule a payment, you must first add a payee (payment recipient) in Bill Pay. Payees are classified in two types: Pay a Company or Pay a Person. Payments are classified in three types: Email, Direct Deposit (Electronic) or Check.

Direct Deposit payees are payees who can receive payments electronically and have made arrangements to receive payments electronically through various third-party service providers.

Email payees are payees who provide you their email address and securely provide their Bank Account information.

Check payees are payees who can't receive payments electronically or have not made arrangements to receive payments electronically.

The Bank reserves the right to refuse the designation of a payee for any reason.

To ensure your payment is received by the payee in a timely manner, the bank recommends you schedule payments to electronic payees at least 5 days before the due date or your intended payment date. Scheduling payment 5 days earlier will provide an allowance for weekends, holidays and other delays. For scheduled payments to check payees you should allow additional time for U. S. Postal Service delivery.

Cancellation of Bill Payment Services

If you wish to cancel any or all your Business Bill Pay services, please refer to the "Customer Service" section in this agreement for more details on how to contact us. If, for any reason, you should ever wish to cancel Bill Pay or Online Banking, your scheduled payments and transfers will be automatically deleted. For this reason, you should make other payment or transfer arrangements if you cancel these services. This will ensure that future payments or transfers made by you will not be duplicated. The Bank reserves the right to terminate the Business Bill Pay Disclosure and Agreement with you, in whole or in part, at any time for any reason.

Citizens Bank's Liability

In addition to those items or circumstances listed in the Citizens eBanking Online Access Agreement, the Bank shall not be liable for failure of payment, timely payment or payment errors caused by an act or omission of someone other than the Bank. The Bank will not be liable if you do not provide the bank with complete, correct, or current account number or other identifying information so that the bank, a merchant, vendor or other third party service provider can properly process the transactions; if you do not properly follow the instructions, or fail to correct or inform the Bank about any inaccuracy of which you are aware; if you receive notice from a merchant, vendor or other third party service provider that any payment(s) remains unpaid or has not been completed and you fail to notify the Bank; if you make payment to a payee whom is not permitted to receive electronic payments (i.e. governmental agency, court, etc.); if you do not schedule a payment within the proper number of days or time to be received by the due date; if the funds or available balance in the account from which a payment is made is subject to legal process or other claims restricting the transaction; or any other circumstances or persons beyond the control of Citizens Bank that would prevent, delay, intercept or alter the transaction, despite reasonable precautions the bank has taken.

Customer Liability

You are liable for all bill payment transactions made or authorized, even if the person(s) you authorize exceeds your or their authority. If you have given a third party your Online Banking Service login ID and Password or other means of access and want to terminate that person's authority, you must change your Online Banking login ID and Password immediately and notify Citizens Bank. Citizens Bank strongly suggests you do not share your Online Banking login ID and Password with anyone. If you believe your Online Banking login ID and Password or other means of access have been lost or stolen notify us immediately.

You are responsible for the purchase, installation, maintenance and security of any software or hardware that is needed to access Bill Pay. You agree to use a reputable antivirus and antispyware software program on your computer and update such antivirus and antispyware software on a regular basis. Citizens Bank is not responsible for any errors or issues that arise from the malfunction or failure of either the hardware or security software.

We may allow transactions which exceed your available account balance. If we do, you agree to pay the overdraft and the overdraft charges in effect at the time of the overdraft.

Error Resolution

Call or write to us as soon as possible if you think your statement, account or transaction information is wrong or if you need more information about a transaction listed on your statement or shown through Online Banking or Mobile Banking. We must hear from you no later than sixty (60) days after we made available to you the first statement on which the problem or error appeared. Please contact us by referring to the "Customer Service" section in this disclosure for more details. You will need to disclose the following information for prompt attention to error resolution issues:

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your complaint or question in writing within 10 business days

Disclosure of Information to Parties Outside of Citizens Bank

Citizens Bank recognizes and respects your expectations of privacy. We will take the necessary steps to ensure that information you share with us remains confidential. All Bank employees recognize the privacy concerns of customers and practice sensible "Privacy Safeguards" in their everyday activities. We do not reveal information about our customers, or their accounts, to parties outside the Bank for their independent use unless: 1) to help complete a customer-initiated transaction, 2) to help administer the institution's bona fide business, 3) at the customer's request, 4) the disclosure of information is required, by law (i.e., subpoena), 5) to a reputable information reporting agency (i.e., credit bureau), 6)

after the customer has been informed about the possibility of such disclosure through a prior communication and is given the opportunity to decline (i.e., "opt out").