

## **Citizens Bank**

### **Text Mobile Banking Agreement and Disclosure**

#### **Introduction:**

Citizens Bank strives to provide the highest quality "Text Mobile Banking Service" (Service) available. By enrolling in the Text Mobile Banking Service, you agree to all of the terms and conditions contained in this Text Mobile Banking Agreement and Disclosure.

We may offer additional Text Mobile Banking services and features in the future. Any added Text Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Text Mobile Banking service or feature is added or at the time of enrollment for the feature or service if applicable. From time to time, we may amend these terms and modify or cancel the Text Mobile Banking service we offer without notice, except as may be required by Law.

#### **Definitions:**

As used in this Agreement and Text Mobile Banking services, the following words will have the definitions given below:

"Account(s)" means your eligible Citizens Bank checking, savings, and loan balances can be requested through the Text Mobile Banking Service.

"Device" means a supportable mobile device such as a cellular phone or other mobile device that is capable of receiving text messages.

**Your wireless carrier may assess you fees for text messaging services. Please consult your wireless plan or provider for details.**

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Text Mobile Banking.

"You" and "Your(s)" mean each person with authorized access to your Account(s) who applies and uses the Text Mobile Banking Service.

"We", "Us," and "Bank" means Citizens Bank.

#### **Text Mobile Banking Service**

Text Mobile Banking is offered as a convenience and supplemental service to our Online Banking Services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Text Mobile Banking allows you to request your Citizens Bank account information. To utilize the Text Mobile Banking Service, you must be enrolled in Online Banking and then activate your Text Mobile Banking Device inside Online Banking.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Text Mobile Banking. We also reserve the right to modify the scope of the Text Mobile Banking Service at any time.

Text Mobile Banking may not be accessible over some network carriers. In addition, the Text Mobile Banking Service may not be supportable for all Devices. Citizens Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as "out of range" issues.

We reserve the right to modify the Text Mobile Banking Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Text Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Text Mobile Banking Service or your Device.

You agree that, when you use Text Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those

agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Text Mobile Banking (such as text messaging charges imposed on you by your mobile service provider for uses of or interaction with Text Mobile Banking ), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Text Mobile Banking Service is also subject to the Account Agreements and Disclosures provided at time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Text Mobile Banking. The accounts that you access using the Service are also subject to the terms and conditions of the Citizens eBanking Online Access Agreement.

### **Responsibilities**

Account Ownership/Correct Information: You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Text Mobile Banking. You represent and agree that all information you provide to us in connection with Text Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Text Mobile Banking. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Mobile Device you will use to access Text Mobile Banking.

### **Security**

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Text Mobile Banking.

We make no representations that Text Mobile Banking will be available for use in locations outside of the United States.

### **Indemnification**

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Citizens Bank its officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs caused or arising from (1) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Text Mobile Banking Service; (2) your violation of any law or rights of a third party; or (3) your use, or use by a third party of Text Mobile Banking .

Please contact us as stated below with any questions you may have regarding the above information.

Mailing/Street Address, Telephone Number, and Email address

Citizens Bank

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Corvallis, OR 97339-0030

Toll Free: 844-770-7100

Corvallis local Calling area: 541-752-5161

[CustomerService@citizensebank.com](mailto:CustomerService@citizensebank.com) (Please do not send sensitive information via e-mail)