

## [Bill Payment Sign Up Instructions]

### 1. LOGIN TO ONLINE BANKING:

From our home page ([www.cnbohio.com](http://www.cnbohio.com)) log into OnLine Banking using your Access Id and Password. You must be a current OnLine Banking user to sign up for Bill Payment Service. (If you are not a current OnLine Banking user [click here](#) for sign up instructions.)

When the main page appears select the "Other Services" tab. Next select "Bill Payment" under the "Sign Up For Services" heading to continue. The "Bill Payment Service Agreement" will appear on the screen.

### 2. PRINT THE BILL PAYMENT AGREEMENT:

Please print a copy of this document, sign it and return it within 30 days to: Citizens National Bank, Attn: Bill Payment Processing Department, P.O. Box 88, Bluffton, OH 45817. Each owner of the checking account(s) must sign this agreement. You must return this document to us within 30 days or your bill payment access may be temporarily disconnected.

***\*\*If you are unable to print this agreement you will be able to request that we mail you a copy later in this sign up process. You can continue to the next step.***

### 3. AGREE TO THE TERMS AND CONDITIONS:

Next, please read the agreement and if you agree to the terms and conditions of the service click the "I Agree" button at the bottom of the page to continue the signup process. After you click "I Agree" the secure Sign Up Form will appear on the screen. (If you do not agree to the terms, click "I Disagree". You will not be able to sign up for Bill Payment service).

### 4. COMPLETE THE SECURE SIGN UP FORM:

Please complete all fields and click submit to send your information to us for processing. Your enrollment for Bill Payment Service will be activated within 24 hours during the normal business week. We will notify you by e-mail when your service is activated.

# The Citizens National Bank

## Bill Payment Service Agreement

This **Bill Payment Service Agreement** (the “Agreement”) governs the use of **Citizens National Bank’s Bill Payment Service** (the “Service”). By using the Service, you agree to the terms of this Agreement. Please read this Agreement carefully and keep a copy for your records.

As used in this Agreement, “Account” means the designated checking account at The Citizens National Bank from which we make payments on your behalf pursuant to the Agreement. In this Agreement, “you” or “your” refers to the person(s) using the Service; “we”, “us”, “our,” or “Bank” refers to The Citizens National Bank and any agent, independent contractor, designee, or assignee Citizens National Bank may, in its sole discretion, involve in the provision of the Service.

By providing the Bank with the names and account information of those persons or entities to whom you wish to direct payment, you authorize the Bank to follow the payment instructions that it receives from you over the Internet. When the Bank receives a payment instruction, you authorize the Bank to charge your checking account on the selected Scheduled Payment Date and remit funds to the designated payee on your behalf.

While it is anticipated that most transactions will be processed and completed within 2 business days after your selected Scheduled Payment Date and arrive approximately 5 business days after your selected Scheduled Payment Date, it is understood that due to circumstances beyond the control of the Bank, particularly concerning delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a day or even a few days longer to post to your account with the designated payee. For this reason, it is recommended that all Scheduled Payment Dates selected by you be 5 business days before the actual due date, not the late date and/or grace period. If you properly follow the procedures described herein and the Bank fails to send a payment according to the payment instructions received, the Bank will bear responsibility for all late charges. In any other event, including but not limited to choosing a Scheduled Payment Date which is not 5 business days before the due date or on or past the due date stated on your invoice, the risk in incurring and responsibility for paying any and all late charges or penalties shall be borne by you.

**Note:** Payment of taxes or court-directed payments through the Service is prohibited. Payments can only be made to payees within the United States.

The Bank will use its best efforts to make all your payments properly. However, the Bank shall incur no liability if it is unable to complete any payments initiated by you through the Bank because of the existence of any one or more of the following circumstances:

- Your account does not contain sufficient funds to complete the payment or transfer;
- If your equipment or ours is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- The payee mishandles or delays a payment sent by the Bank;
- You have not provided the Bank with the correct names or account information for those persons or entities to whom you wish to direct payment;
- Circumstances beyond the Bank’s control (such as, but not limited to, fire, flood, interference from an outside force) prevent the proper execution of the transaction and the Bank has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions to the Bank’s performance obligations are applicable, if the Bank causes an incorrect amount of funds to be removed from your checking account or causes funds from your account to be directed to a person or entity that does not comply with your payment instructions, the Bank shall be responsible for returning the improperly transferred funds to your checking account and for directing to the proper recipient any previously misdirected payments or transfers.

THE FOREGOING SHALL CONSTITUTE THE BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE.

**EXCLUSIONS OF WARRANTIES:**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**STOPPING OR CHANGING PAYMENTS:**

You may cancel or modify a single payment up until 6:00 p.m. Eastern Standard time on the business day before the Scheduled Payment Date. Please use the Service's "Help" function for instructions on how to change or cancel a scheduled payment. You may also call us at 1-419-358-8040 or write to us at Citizens National Bank, P.O. Box 88, Bluffton, OH 45817. If you call or write, you must do this in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

Important Notice: You acknowledge that Bank has fully advised and disclosed to you that due to Bank's use of a computerized system that the sole criterion for successfully stopping payment on said items is that the exact amount of the item be reported to Bank. You hereby acknowledge that you fully and completely understand that if the amount of the item reported to Bank is off even one cent, payment on the item cannot be stopped.

If you order us to stop a preauthorized recurring payment as described above, and we do not do so, we will be liable for your losses or damages.

**CHARGES/FEES:**

Fees that apply for the Service, are described below:

Maintenance Fee	Free
Transaction Fee	Free
Photocopies	\$ 5.00
Stop Payment	\$30.00
Manual Re-Issued Check	\$10.00
Express Mail	\$15.00
Delete Payment	\$ 5.00
Re-credit	\$ 1.00
Overdraft Fee-Return Item:	\$30.00
Overdraft Fee-Paid Item:	\$30.00
Uncollected Funds-Return Fee:	\$30.00

**STATEMENTS:**

We will provide you monthly statements for the checking accounts that you access to perform transactions through the Service. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement.

**BUSINESS DAYS:**

The Service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. For purposes of this Agreement, business days are Monday through Friday, excluding Bank holidays. Each transfer you make on a non-business day, or after our OnLine Banking cut-off time on any business day, will be considered made on the following business day. Out OnLine Banking cut-off time is 6:00p.m Eastern Time.

**YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS:**

You agree not to give Service account access to any unauthorized individuals. If you believe that someone may attempt to use the Service without your consent or has transferred money without your permission, you must call us immediately at 1-419-358-8040 or write to us at Citizens National Bank, P.O. Box 88, Bluffton, OH 45817. Quickly telephoning us is the best way of reducing your possible losses.

If you believe your customer identification number and password or other access means have been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your customer identification number and password or other access means, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00

Also, if your statement shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

Business Accounts: The limitations on customer liability set forth in the preceding paragraphs do not apply to accounts held by businesses. Business customers agree to review promptly all statements, notices and transaction information made available to them, and to report all unauthorized transactions and errors to us immediately. Business customers agree that we may process payment and transfer instructions which are submitted with a correct customer identification number, and agree that such instructions will be deemed effective as if made by them, even if they are not transmitted or authorized by the customer.

**ERRORS AND QUESTIONS:**

Call us at 1-419-358-8040 or write to us at Citizens National Bank, P.O. Box 88, Bluffton, OH 45817, as soon as you can, if you think your statement is wrong or if you need more information about a transfer or payment listed on your statement.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
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 may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we do not receive your complaint or question in writing within 10 business days, we may not re-credit your account. Under certain circumstances, the error resolution time periods are extended from “45 calendar days” to “90 calendar days”. A longer period of time may apply for accounts opened within the preceding 30 days.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:**

We will disclose information to third parties about your account or the transfers you make only in the following situations:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us your written permission.

**AUTHORIZATION TO OBTAIN INFORMATION:**

You agree that we may obtain and review your credit report from a credit-reporting agency. You also agree that we may obtain information regarding your payee accounts in order to facilitate proper handling and crediting of your payments.

**ACCOUNT OWNERSHIP:**

If any of the accounts from which you utilize the Service is joint, each of you is jointly and severally obligated under this Agreement. Each owner will have a unique password and acting alone may perform transactions, obtain information, terminate this Agreement, allow one or more other persons to access qualifying accounts if you provide them with your account access identification number and password, or otherwise transact business, take actions or perform under this agreement. We are not required to obtain the consent of, or notify, any other of you.

Each of you individually releases us from any liability and agrees not to make any claim or bring any action against us for honoring or allowing any access, actions or transactions where the person performing the access, action or transaction is one of you or is otherwise authorized to access the account. Each of you agrees to indemnify us and hold us harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

If you are a corporation, partnership, limited liability company, association or some other form of business entity, the company representative is responsible to ensure that access codes and passwords are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes has general authority from your company to give us instructions to perform transactions using the Service. You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative.

**NOTICES AND COMMUNICATIONS:**

You agree that we may send or provide by electronic communication any notice, communication, or disclosure required to be provided orally or in writing to you. We may require written paper confirmation from you of any electronic communication, which this Agreement permits you to make to us.

**TERMINATION OR DISCONTINUATION BY YOU:**

In the event you wish to discontinue the Service, you must contact us in writing and no longer use such Service. However, any instruction from you to make payments will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Written notice of service discontinuation must be supplied ten (10) days prior to the actual discontinuance date.

**OUR AMENDMENTS AND TERMINATION OF THIS AGREEMENT:**

Except as otherwise required by law, rule, or regulation, we may change the terms and conditions of this agreement from time to time and at any time. When changes are made, we will update this agreement at the Website. Changes will be effective when first updated on the Website unless law, rule, or regulation requires advance notice in which case the change will be effective in accordance with the law, rule, or regulation.

We have the right to terminate this Agreement at any time at our convenience and without cause. Once terminated, no further transfers or payments will be made, including, but not limited to, any payments or transfers scheduled in advance or any pre-authorized recurring payments.

**ENTIRE AGREEMENT:**

This Agreement is the complete and exclusive Agreement between you and us related to the Service and supplements any other agreement or disclosure related to your account. In the event of a conflict between this agreement and any other agreement or disclosure related to your account or any statement by our employees or agents, this Agreement shall control.

**WAIVERS:**

No delay or omission by us in exercising any rights or remedies thereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

**ASSIGNMENT:**

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

**GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of Ohio, without regard to that state's conflicts of laws provisions.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DAYTIME PHONE NUMBER: \_\_\_\_\_

Please list the checking account number(s) you wish to set up with Bill Payment Service:

\_\_\_\_\_  
\_\_\_\_\_

Please list your "OnLine Banking" Access ID (Not your Password) : \_\_\_\_\_

By signing below, you acknowledge that you have read and agree to the terms and conditions of The Citizens National Bank's Bill Payment Service Agreement. (Note: Each joint account owner must sign)

\_\_\_\_\_  
(Signature of Account Owner)

\_\_\_\_\_  
(Signature of Account Owner)

\_\_\_\_\_  
(Signature of Account Owner)

\_\_\_\_\_  
(Signature of Account Owner)

**Return to:**

The Citizens National Bank Of Bluffton  
Attn: Bill Payment Processing Department  
P.O. Box 88  
Bluffton, OH 45817

For Internal Use:

Date Received: \_\_\_\_\_ Accepted By: \_\_\_\_\_ PORT #: \_\_\_\_\_

06/09