

Terms of use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS AND CONDITIONS POSTED TO THIS WEBSITE FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE.

Unauthorized use of The Citizens Bank's Websites and systems, including but not limited to unauthorized entry into The Citizens Bank's systems, misuse of passwords, or misuse of any information posted to a site, is strictly prohibited.

You acknowledge that The Citizens Bank may disclose and transfer any information that you provide through this Website to (i) any company within The Citizens Bank group, its affiliates agents or information providers; (ii) to any other person or entity with your consent; or (iii) if we have a right or duty to disclose or are permitted or compelled to so disclose such information by law. You consent to the transmission, transfer or processing of such information to, or through, any country in the world, as we deem necessary or appropriate (including to countries outside the EEA), and by using and providing information through this Website you agree to such transfers. Use of this Website, including any patterns or characteristics concerning your interaction with it, may be monitored, tracked and recorded. Anyone using this Website expressly consents to such monitoring, tracking and recording.

You agree not to attempt to log on to the Website from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Website from one of these countries may result in your access being restricted and/or terminated.

Copyright Notices

The works of authorship contained in the tcbanytime.com Website (the "Website"), including but not limited to all design, text, sound recordings and images, are owned, except as otherwise expressly stated, by The Citizens Bank. Except as otherwise expressly stated herein, they may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without The Citizens Bank's prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. § 107), as amended, and then, only with notices of The Citizens Bank's proprietary rights provided that you may download information and print out hard copies for your personal use, so long as you do not remove any copyright or other notice as may be contained in information, as downloaded.

Trademark Notices

The Citizens Bank is the marketing name for the retail financial services activities of The Citizens Bank and its subsidiaries and affiliates in the United States. Other featured words or symbols, used to identify the source of goods and services, may be the trademarks of their respective owners.

Web Content and Materials

The information on this Website is for information purposes only. It is believed to be reliable, but The Citizens Bank does not warrant its completeness, timeliness or accuracy.

The information and materials contained in this Website-and the terms and conditions of the access to and use of such information and materials-are subject to change without notice.

You agree that (i) you will not engage in any activities related to the Website that are contrary to applicable law, regulation or the terms of any agreements you may have with The Citizens Bank, and (ii) in circumstances where locations of the Website require identification for process, you will establish commercially reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals.

THE CITIZENS BANK OR ITS SUPPLIERS MAY DISCONTINUE OR MAKE CHANGES IN THE INFORMATION, PRODUCTS OR SERVICES DESCRIBED HEREIN AT ANY TIME WITHOUT PRIOR NOTICE TO YOU AND

WITHOUT ANY LIABILITY TO YOU. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY, AND THE CITIZENS BANK DOES NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY SUCH INFORMATION. THE CITIZENS BANK RESERVES THE RIGHT TO TERMINATE ANY OR ALL WEBSITE OFFERINGS OR TRANSMISSIONS WITHOUT PRIOR NOTICE TO THE USER. FURTHERMORE, BY OFFERING THIS WEBSITE AND INFORMATION, PRODUCTS OR SERVICES VIA THIS WEBSITE, NO DISTRIBUTION OR SOLICITATION IS MADE BY THE CITIZENS BANK TO ANY PERSON TO USE THE WEBSITE OR SUCH INFORMATION, PRODUCTS OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THE WEBSITE AND SUCH INFORMATION, PRODUCTS OR SERVICES IS PROHIBITED BY LAW.

Potential Disruption of Service

Access to the Website may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- Hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment
- Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content
 - Overload of system capacities
- Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters
- Interruption (whether partial or total) of power supplies or other utility of service
 - strike or other stoppage (whether partial or total) of labor
- Governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention
- Any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of The Citizens Bank.

Links to Other Sites

Links to non-The Citizens Bank Websites are provided solely as pointers to information on topics that may be useful to the Websites, and The Citizens Bank has no control over the content on such non-The Citizens Bank Websites. If you choose to link to a Website not controlled by The Citizens Bank, The Citizens Bank makes no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does The Citizens Bank warrant that such site or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. The Citizens Bank does not guarantee the authenticity of documents on the Internet. Links to non- The Citizens Bank sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites.

Notifi

Alerts. Your enrollment in **The Citizens Bank** Online Banking and/or Mobile Banking (the "**Service**") includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from us that contain transactional information about your **The Citizens Bank** account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Alerts** menu within **The Citizens Bank** Online Banking and **Alerts** menu within **The Citizens Bank** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. **The Citizens Bank** reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("**EndPoints**"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **The Citizens Bank Online Banking** message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "**STOP**" to **99588** at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **The Citizens Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **99588**. In case of questions please contact customer service at 800-780-4808. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **The Citizens Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **The Citizens Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **The Citizens Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

LIMITATION OF LIABILITY

BECAUSE OF THE POSSIBILITY OF HUMAN AND MECHANICAL ERROR AS WELL AS OTHER FACTORS, THE WEBSITE (INCLUDING ALL INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE) IS PROVIDED "AS IS" "AS AVAILABLE". THE CITIZENS BANK AND THIRD PARTY DATA PROVIDERS ARE NOT PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE WEBSITE. THE CITIZENS BANK AND THIRD PARTY DATA PROVIDERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE WEBSITE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON - INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE. FURTHER, THE CITIZENS BANK WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER

VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THIS WEBSITE, OR FOR THE INCOMPATIBILITY BETWEEN THIS WEBSITE AND FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM. NOR WILL THE CITIZENS BANK BE LIABLE FOR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND THE CITIZENS BANK'S CONTROL. NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS.

THE CITIZENS BANK AND THIRD PARTY DATA PROVIDERS DO NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE MATERIALS AND INFORMATION. FURTHERMORE, THE CITIZENS BANK AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, COMPUTER VIRUSES, MALICIOUS CODE, OR OTHER DEFECT IN WEBSITE, ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND THE USER'S FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM, OR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND THE CITIZENS BANK AND ITS AFFILIATES' CONTROL. NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING THE CITIZENS BANK'S RESPONSIBILITIES AND OBLIGATIONS TO CLIENTS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

UNDER NO CIRCUMSTANCES WILL THE CITIZENS BANK BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THE WEBSITE OR ANY PORTION THEREOF, REGARDLESS OF WHETHER THE CITIZENS BANK HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

Enforceability and Governing Law

In the event any of the terms or provisions of these Terms and Conditions shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These Terms and Conditions shall be subject to any other agreements you have entered into with The Citizens Bank. The user's access to and use of the tcbanytime.com Website, and the terms of this disclaimer are governed by the laws of the State of Kentucky.