

Business Account Terms and Conditions

Citizens Bank Online Banking with Quicken® or QuickBooks®

New England



This agreement (“Agreement”) governs your Online Banking with Quicken or QuickBooks offered through RBS Citizens, N.A. Citizens Bank is a division of RBS Citizens, N.A. By requesting access to this service (“Service”), you may access Accounts (as hereinafter defined) through Online Banking with Quicken or QuickBooks. This Agreement is provided to you in accordance with the requirements of federal and state law. You should read this Agreement carefully to understand how the Service works, as well as your rights and obligations if you register for and use the Service.

In this Agreement, “we,” “us,” “our” and “Bank” mean RBS Citizens, N.A.; and “you” and “your” mean the entity who is an owner of, or the person who is an authorized signer on a Deposit Account, as defined in this agreement, for business purposes and who applies to use the Service, and each person that uses the Service with your permission.

ELECTRONIC COMMUNICATIONS

Because the Service is provided electronically, you may only receive the Service if you have agreed to receive this Agreement and any and all disclosures required by federal and state law and regulation and all other communications electronically at the e-mail address you designate in your profile or via the secure online Message Center provided with the Service. You also agree that we may respond to you with an electronic communication to any communication you send to us, regardless of whether your original communication to us was an electronic communication.

Any electronic communication we send to you will be considered as if it were sent by U.S. Mail, postage prepaid, and will be considered received within three (3) calendar days of the date sent by us electronically to the e-mail address you designate in your profile or posted to the secure online Message Center provided with the Service, regardless of whether you log on to the Service within that time frame. To the extent permissible under applicable law, any electronic communication you send to us will not be effective until we receive and have had a reasonable opportunity to act on such e-mail message. You should not rely on e-mail if you need to communicate with us on an immediate basis. We, therefore, strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized transfers or errors or requests for stop payments) to us by calling Citizens’ PhoneBank anytime at 1-800-723-0777. We may, however, require you to provide us with written confirmation of any oral or electronic stop payment request or notice of alleged error.

E-MAIL USE

When you enroll in the Service, you will have access to the Message Center, a secure message system. You must designate a primary e-mail address during enrollment. Sensitive information such as account numbers will be only partially shown (masked). Other than Alerts and verification e-mails, we will not send to you, and we strongly suggest that you do not send to us, any confidential information about your deposit or credit accounts via the public Internet as it is not necessarily secure. You and we may exchange secure messages via the Message Center.

We will not send you e-mail requesting confidential information such as account numbers, PINs, or passwords. If you receive such an e-mail that is purportedly from us, do not respond to the e-mail and notify us by calling 1-800-723-0777 or forwarding (including header information) the e-mail to fraud_prevention@citizensbank.com.

AGREEMENT AND ACKNOWLEDGEMENT

The Service is subject to federal law and, to the extent not preempted by federal law, the law of the state where we open your account, or, if we transfer your account to another location, where we currently maintain your account (“Applicable Law”). By requesting access to the Service, or logging on to the Service, or authorizing others to use the Service, you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by the provisions of this Agreement and by all of the agreements incorporated herein by reference that also govern your account with us. Each may be amended from time to time and we will provide notice of such changes to you as may be required by Applicable Law.

We recommend that that you print or store a copy of this Agreement for your records. You may also review this Agreement from time to time, and at your convenience at www.citizensbank.com. If you are unable to print or store a copy of this Agreement or if you experience computer or printer malfunctions, please call us and we will mail you a paper copy of this Agreement.

DEFINITIONS

“**Account**” or “**Bank Account**” means your Deposit Account(s) and/or Payment Account to which you requested and obtained online access, which we may deny in our sole discretion.

“**ATM**” means an automated teller machine.

“**Bill Payment Cutoff Time**” means 8:00 p.m., Eastern Time on any Business Day and is the time by which you must transmit Payment Instructions in order for such instructions to be considered entered on that particular Business Day.

“**Bill Payment Service**” is the online service that allows you to direct payments made from your Payment Account to the Payees that you select.

“**Business Day**” means every day, excluding Saturdays, Sundays and all banking federal holidays.

“**Deposit Account**” means any business Checking, Money Market, Savings, IRA or other retirement Account or Certificate of Deposit Account you maintain with us for business purposes.

“**Payee**” means the person or entity to which you wish a bill payment to be directed.

“Payment Account” means your business Checking or Money Market Account which you maintain with us for business purposes, and which you designate as the account (or accounts) from which all bill payments will be made and all Service fees and charges will be deducted. We do not recommend frequent bill payments from Money Market Accounts, or that a Money Market Account be designated as your primary account due to transaction restrictions on transfers and payments for Money Market Accounts. Refer to the RESTRICTIONS ON TRANSFERS FROM YOUR SAVINGS AND MONEY MARKET DEPOSIT ACCOUNTS section of this document.

“Payment Instructions” means the information provided by you to the Bill Payment Service for a bill payment to be made to your Payee (e.g., Payee name, account number, payment date, payment amount, and any additional required information).

“Scheduled Payment Date” means the Business Day of your choice and as designated by you upon which your bill payment will be made and your Payment Account will be debited.

“Transfer Cutoff Time” means 9:30 p.m., Eastern Time on any Business Day and is the time by which you must transmit Transfer Instructions in order for such instructions to be considered entered on that particular Business Day.

“Transfer Instructions” means the information provided by you to the Service for a funds transfer between your Deposit Accounts, excluding Certificate of Deposit, Passbook Savings, Club Savings and IRA or other retirement Accounts.

COMPUTER REQUIREMENTS

You will need to provide at your own expense a computer (“PC”), all software including any Quicken or QuickBooks software (collectively, the “Software”) and necessary telephone lines, Internet or other connections and equipment needed to access the Service and an e-mail address. You are responsible for the installation, maintenance and operation of your PC and Software. We are not responsible for any errors or failures from any malfunction of your PC or Software and we are not responsible for any computer virus or related problems that may be associated with your use of Online Banking with Quicken or QuickBooks or the Software. We disclaim all warranties regarding your PC and the Software, express or implied, including, but not limited to, implied warranties of merchantability, fitness for particular purpose and non-infringement. Online Banking with Quicken or QuickBooks only includes certain functions. Your Software may include other functions and we are not responsible for them. We reserve the right to discontinue supporting software types or versions at any time.

REGISTERING FOR THE SERVICE

You are eligible to use the Service if you maintain a Checking Account and maintain a Payment Account as described below. You must also have an ATM card or Debit card as we use your card number to identify you. In order to register for the Service online, you must complete the online enrollment form with your ATM card or Debit card number, PIN and account number. When registering by phone, we will ask you to provide information like your Tax Identification Number, Social Security Number and certain additional account information to verify your identity. We reserve the right to refuse your access to or use of the Service for any reason in our sole discretion.

YOUR USER ID AND PASSWORD

Your User ID and Password identify and authenticate you to us when you use the Service. You authorize us to rely on your User ID and Password to identify you when you use, and as signature authorization for any transfer or payment made using the Service. You will be asked to change the password that is initially provided to you upon enrollment in the Service. Should you at any time fail to enter your correct Password on three (3) consecutive attempts, you will be blocked from the Service. If this should happen, please call Citizens’ Phonebank at 1-800-723-0777.

You should use care when choosing your Password. We recommend that you avoid easily guessed words and numbers, such as family member names or telephone numbers. Your Password is exclusively for your use or, for business owners, the use of those authorized by you. You agree to take reasonable precautions to safeguard your User ID and Password. You also agree to never leave your computer unattended while using the Service. You may change your Password at any time using the Software.

Your User ID and Password identify and authenticate you to us when you use the Service. You authorize us to rely on your User ID and Password to identify you when you use the Service, and as signature authorization for any transfer or payment made using the Service.

You acknowledge and agree that you are responsible for all transfers and payments you make using the Service and for paying any and all late charges or penalties. You also acknowledge and agree that, if you permit another person or persons to use the Service or give them your User ID and Password, you are responsible for any transfer or payment that person makes from your Account, even if that person exceeds your authorization. You agree that we may comply with Transfer or Payment Instructions entered by any person using your User ID and Password, subject to the terms set forth more fully below in the CONTACT IN THE EVENT OF UNAUTHORIZED USE section of this Agreement.

PAYMENT ACCOUNT MAINTENANCE

You must maintain your Payment Account for as long as this Agreement is in effect. If your Payment Account is closed for any reason, or it is no longer designated for use with the Service, your access to and use of the Service and this Agreement will be automatically terminated.

Permissible Activities For Bank Accounts. You may make inquires about each of your Accounts. You may transfer funds to and from certain Deposit Accounts, You may also make payments to certain third parties. You may perform the following activities with the Service:

- (1) **Account Inquiry.** This activity allows you to obtain your current balance and other transaction information about each of your Deposit Accounts.
- (2) **Transferring Funds.** This activity allows you to transfer funds between your Accounts (except for Certificate of Deposit, Passbook Savings, Club Savings and IRA or other retirement Accounts) Your ability to transfer funds between certain of your Bank Accounts is limited as described in this Agreement. You must, however, make such transfers in accordance with the terms of this Agreement.

USING THE FUNDS TRANSFER SERVICE

Types of Transfers - Posting. Subject to the limitations noted below, you may transfer funds between your Accounts (except for Certificates of Deposits, Passbook savings Accounts, and IRAs or other retirement Accounts) using the Service. You must submit all Transfer Instructions before the Transfer Cutoff Time to be considered entered on the particular Business Day and in such an event we will use our reasonable efforts to post the transaction to your Account on such Business Day. Transaction Instructions received after the Transfer Cutoff Time shall be processed the following Business Day.

Limitations on Transactions. There is a maximum dollar limit on any transfer equal to the available balance in your Bank Account from which you are transferring funds plus the available balance in any other account attached to your Bank Account to provide overdraft protection.

Correcting or Reversing Your Transfer. With the exception of future dated transfers, you may not cancel a transfer of funds after you have entered it into the Service and the information has been transmitted to us. You may, however, correct information with respect to a transfer of funds before you transmit the information to us, or you may reverse a transfer after it has been transmitted by transferring funds back into the Account from which it was previously transferred. Future dated or recurring transfers may be modified or deleted within the Software. Pending transfers may be deleted or modified up to one calendar day from the date they are scheduled to occur. The Bank is unable to modify a transfer for you. For assistance in deleting a transfer, please call Citizens' Phonebank at 1-800-723-0777.

- (3) **Bill Payments.** This activity allows you to make payments or pay various third parties from your Primary Checking Account. Your ability to make certain payments or pay certain third parties may be prohibited as described in this Agreement.

Payment Instructions. In general, by providing the Bill Payment Service with Payment Instructions, you (i) agree that the Bill Payment Service may rely on your User ID as your authorization to act on your Payment Instructions, (ii) authorize the Bill Payment Service to follow your Payment Instructions, which may include instructions to make preauthorized payments, and (iii) authorize the Bill Payment Service to debit your Payment Account and remit funds on your behalf to the Payee without your signature on the item and without prior notice by you. You should print your Payment Instructions as evidence of such authorization to us.

Scheduling and Processing of Your Bill Payments: Generally. When entering your Payment Instructions, you will be asked to provide a Scheduled Payment Date. You understand and acknowledge that we will use all reasonable efforts to process your Payment Instructions four (4) Business Days before your Scheduled Payment Date. You further understand and acknowledge that, due to circumstances beyond our control (for example, delays in handling and posting payments by companies or financial institutions), some of your Payment Instructions may not be received by the Payee on a timely basis. For this reason, we recommend that you choose all Scheduled Payment Dates to be no fewer than five (5) Business Days before the actual bill payment due date, not the late date or a date within the grace period. (For example, if your payment is due on Monday, you should enter your Payment Instructions no later than the preceding Monday before 8 p.m., Eastern Time.) The payment due date will also be the date your electronic and electronic to check payments will be debited from your account. If a recurring payment due date falls on a non-Business Day, electronic and electronic to check payments will be debited from your account on the previous Business Day. Laser draft payments will be debited from your account when the Payee cashes the check. Payment Instructions entered after the Bill Payment Cutoff time or on non-Business Days will be considered received by the Bill Payment Service on the next Business Day. You are responsible for any late payment fees or finance charges that may be Imposed or other action taken by the Payee as a result of your failure to schedule payments at least (5) five Business Days prior to the actual bill payment due date. If you properly follow the procedures described within this section, and we fail to make a bill payment from your Payment Account on time and in accordance with your Payment Instructions, we will be liable to you to as described in the section of this Agreement entitled "Payment Authorization and Payment" Payment Instructions entered after the Bill Payment Cutoff Time or on non-Business Days will be considered received by the Bill Payment Service on the next Business Day.

In Process Bill Payments: Specifically. A bill payment is "In Process" starting at the Bill Payment Cutoff Time on the fourth (4th) Business Day prior to the Scheduled Payment Date and continuing up to the Scheduled Payment Date. A bill payment is "Pending", starting from the time you enter your Payment Instructions until the bill payment is "In Process." A bill payment is "Completed" on the Business Day you selected as the Scheduled Payment Date.

Stopping and Editing Bill Payments. The delete/edit feature available in the Bill Payment Software applies to payments initiated through the Software which are Pending. There is no charge for canceling or modifying a Pending Bill Payment. You may also stop a bill payment three (3) Business Days or more before the Payment Due Date by calling Citizens' PhoneBank any time at 1-800-723-0777. You must tell us the exact dollar amount of the payment. Other than as described above, you may not stop or edit a bill payment. Please note that the Software's ability to process a stop payment request may be limited and will depend on the payment method and whether or not a check has cleared. You may not stop or edit a bill payment that has cleared your Payment Account. The Software may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Citizens' PhoneBank at 1-800-723-0777. Although the Service will make every effort to accommodate your request made through the Software, the Service will have no liability for failing to do so.

The Service may also require you to present your request in writing within fourteen (14) days after any request that you have made orally. If you put your stop payment order in writing, your stop payment order will be valid for six (6) months. If you want your stop payment order to be valid thereafter, you must provide us with a new written stop payment request before the expiration of this six-(6) month period. There may be a fee for each stop payment order. You agree that we may debit this fee from your Payment Account. The amount of the stop payment fee is disclosed in our Business Deposit Accounts Fees and Features guide. If you stop any preauthorized payments to another party, we may not make further payments to that party until you have provided a new authorization or have requested us in writing to resume making those payments.

Additional Information. Any documentation provided to you which indicates that an electronic fund transfer was made will be admissible as evidence of the transfer and will constitute prima facie proof that the transfer was made. The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer. **UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

Limitations on Transactions. There is a maximum dollar limit on any bill payment equal to the available balance in the Payment Account plus the available balance in any other account attached to the Payment Account to provide overdraft protection.

Prohibited Payments. You may not use the Service to make:

1. tax payments,
 2. court-ordered payments or
 3. payments to Payees outside the United States.
- Such payments are referred to as "Prohibited Payments."

We also reserve the right to refuse to make payments to certain Payees. We will promptly notify you if we decide to refuse to make a payment to a certain Payee. We will not, however, notify you if you attempt to make a Prohibited Payment.

In no event shall we be liable for any claims or damages resulting from the scheduling of Prohibited Payments. All Service Guarantees as they apply to any late payments or related charges are void when a Prohibited Payment is scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from a Prohibited Payment.

Payment Methods. The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. There are three possible methods that may be used to remit your payment:

- Electronic Payment. Funds are transmitted electronically to your designated Payee.
- Electronic to Check. Funds will be debited from your Payment Account and remitted to your designated Payee by a check drawn on the Bank or the Bank's bill payment processor.
- Laser Draft. A paper check drawn on your Payment Account payable to your designated Payee.

Returned Payments. In using the Service, you understand that Payees, payment processors, or the United States Postal Service may return payments to the Service for various reasons. These reasons can include, but are not limited to: the Payee's forwarding address has expired; the Payee's account number is not valid; the Payee is unable to locate the account; or your account with the Payee is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee. Electronic payments or Electronic to Check payments outstanding after 90 days may be voided and the payment amount credited to your Payment Account. Laser Draft payments will remain outstanding. You are responsible for reconciling your Account(s) and reviewing the status of the payments. If we are unable to complete a payment for any reason, we may, in a method of our choosing and at our sole discretion, provide you with notice.

Payment Authorization and Payment. By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. If the payment is sent by laser draft (a paper check drawn on your Payment Account), the payment may be debited from your account prior to the Scheduled Payment Date. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its reasonable efforts to make all your payments properly. If we debit your Account incorrectly or your payment is sent to a person or entity different than set out in your Payment Instructions, we will be responsible for returning the improperly transferred funds to your Payment Account and for resending the payment properly. If we do not complete a transfer or bill payment to or from your Account on time or in the correct amount in accordance with your Transfer or Payment Instructions, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- You did not properly follow the provisions of this Agreement, the online instructions for the Service, or other instructions for making a transfer or payment;
- Through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- Your PC, the Software, phone lines, our computer systems or the Service were not working properly or were temporarily unavailable, and the problem with any of the foregoing was apparent to you when you attempted the transfer or payment or you were advised by the Service about the malfunction before you executed the transaction;
- You chose a Scheduled Payment Date that is not equal to or earlier than the Payee's bill payment due date;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee;
- Circumstances beyond the control of the Service (including, but not limited to, telecommunication outages, postal strikes, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.
- We have paid funds from, or placed a "hold" on funds in your Account or remitted funds to another party, pursuant to reasonable business procedures, or in compliance with legal processes such as garnishment, tax levy, or court order;
- The Payee mishandles or delays a payment sent by the Service;
- You or we have terminated the Service or closed the Payment Account;
- We have reason to believe that unauthorized use of your User ID, Password, or Account has occurred;
- You have supplied your login information to another party; or
- For any other reason stated in this Agreement or any other agreement we have with you.

Unless otherwise required by Applicable Law, we will not be liable to you under any circumstances 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.

Insufficient Funds to Complete Transfer or Bill Payment. In using the Service, you are requesting that transfers be made or payments be made from your Payment Account. You must have available funds in your Payment Account, and any Account linked for overdraft protection, on the date that your payment or transfer occurs and your Account will be debited. If a Payment Account has insufficient funds, the transaction may not be completed. (For further information, please refer to our Funds Availability Policy contained in the Business Deposit Account Agreement provided to you at account opening.) If we, in our sole discretion, decide to complete the transaction, we may pay the overdraft and charge you an overdraft fee. You agree that we may debit from any of the Accounts the amount of the overdraft and the overdraft fee and that you will pay us such amounts immediately upon demand if we are unable to do so. Unless prohibited by Applicable Law, in the event a bill payment is not completed, we may, in our sole discretion, provide you with a return notice. We are not, however, under any obligation to allow an overdraft to be created, unless you have overdraft protection in place on the affected Account(s). Unless otherwise required by Applicable Law, we may, in our sole discretion, notify you if a transfer, including a transfer for payment, is not completed.

AUTHORIZATION TO CHARGE ACCOUNTS

You authorize us to, and agree that we may, charge and deduct from your Account(s) any and all charges associated or incurred in connection with the use of the Service, as described more fully in this Agreement.

RESTRICTIONS ON TRANSFERS FROM YOUR SAVINGS AND MONEY MARKET DEPOSIT ACCOUNTS

Your ability to transfer funds from or between certain of your Accounts with the Service is limited, as more fully described in your Business Deposit Account Agreement. Federal regulations require us to restrict to a total number of six (6) the number of automatic, pre-authorized, telephone transfers, or personal computer (including online banking and bill payment services) you may make from your Savings Account per calendar month or Money Market Account per monthly statement cycle. No more than three (3) of these six (6) transfers or payments may be made by check, draft or other similar item. Transfers and bill payments made using the Service are subject to these limitations. We will charge you a fee for each transaction that exceeds these limits. In addition, if you exceed the limits more than three (3) times during a twelve-(12) month period, we will close your Savings or Money Market deposit account and transfer the funds to a Checking account. We may, however, transfer your funds sooner if you significantly exceed these transfer limits in any one month or statement period, as applicable. The amount of these fees is disclosed in our Business Deposit Accounts Fees and Features guide.

CONTACT IN THE EVENT OF UNAUTHORIZED USE

In case of errors or questions about your transactions, you should call us at 1-800-723-0777, contact us through your secure Online Message Center; or write us at:

Citizens Bank
C/O Online Services
RDC590
One Citizens Drive
Riverside, RI 02915.

We will use commercially reasonable efforts to resolve the error or question. YOU ACKNOWLEDGE THAT WE WILL NOT BE LIABLE FOR ANY ACCESS, MAINTENANCE, PAYMENTS, TRANSFERS OR OTHER TRANSACTIONS INVOLVING ANY ACCOUNT LINKED TO YOUR SERVICE BY ADDITIONAL USERS THAT OCCURS BEFORE YOU NOTIFY US OF CHANGES OR POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD REASONABLE OPPORTUNITY TO ACT.

RELATED AGREEMENTS: DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. Your Accounts linked to the Service will also be governed by the agreements, disclosures and other documents provided to you in connection with the opening of the Account(s), as they may be amended from time to time. If you have overdraft protection accounts that are linked to your Account, they continue to be governed by the applicable agreements you have with us. Except in the case of your Business Deposit Account Agreement with us and the accompanying Fees and Features guide, you agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department say and the terms of this Agreement, the terms of this Agreement will prevail.

TERMINATING THE SERVICE

Unless otherwise required by Applicable Law, we may terminate this Agreement for any reason, including inactivity, and at any time in our sole discretion without notice to you. You have a right to terminate the use of the User ID, Password or the Service by calling Citizens' PhoneBank any time at 1-800-723-0777 or writing to us at Citizens Bank C/O Online Services, RDC590, One Citizens Drive, Riverside RI, 02915. If you call, we may require you to put the request in writing and get it to us within ten (10) Business Days after you call. Any request by you to terminate your access to the Service shall be effective only after we have had a reasonable opportunity to act upon the request. However, the termination of the Service will be effective the day you call.

If you have preauthorized payments or transfers from your Account, you must notify the Payee of the termination of the Service and provide us a copy of such notice. Generally termination requests take up to 30 days to process. We will not be liable for payments not canceled or transfers made due to lack of proper notice by you of Service termination.

Any such termination, whether initiated by you or us, will not affect any of your or our rights and obligations which have arisen before the effective date of termination of this Agreement, even if we allow any transaction to be completed with the Service after this Agreement has been terminated.

AMENDMENTS OR CHANGES TO THE SERVICE OR TO THIS AGREEMENT

We reserve the right, from time to time, to amend this Agreement or change the features or services offered by the Service, in our sole discretion. In instances where such changes will have an adverse impact upon you or we are otherwise required by Applicable Law or regulation, we will send you written or electronic notice about the change at least twenty-one (21) calendar days prior to the effective date of any such change. If however, the change is made for security purposes, the change will be implemented without any notice to you.

If any such required advance notice is returned to us as undeliverable because of a change in your address which you have not notified us about in writing or any other reason which is not our fault, the changes described in that notice are still binding on you. If you do not agree to the changes, you may terminate this Agreement in accordance with the terms of this Agreement. You will be deemed to accept any changes to this Agreement if you continue your enrollment in or use the Service after the date on which the changes became effective.

OUR LIABILITY

Except as specifically provided in this Agreement or where Applicable Law requires a different standard, you agree that neither we, our affiliates, nor any third-party service providers engaged by us or our affiliates to perform any of the services related to the Service, shall be responsible for any damages or losses, whether related to property or bodily injury, incurred as a result of your use or attempted use of the Service, whether caused by the equipment, Software, Internet service providers, browser software, or any agent or subcontractor of any of the foregoing or for any other reason other than our gross negligence or willful misconduct. Without limiting the foregoing, we will not be liable for delays or mistakes which happen because of reasons beyond our control, including without limitation, acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction or unavoidable difficulties with our equipment. You also agree that none of us, our affiliates, or any third-party service providers engaged by us or our affiliates will 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 PC, Software, the Service or Internet browser or access software, or from the unavailability of the Service or for any errors in information provided through the Service, except as prohibited by Applicable Law.

UNLESS PROHIBITED BY APPLICABLE LAW, THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE 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 THE SERVICE.

EXCLUSIONS AND WARRANTIES. UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, THE SERVICE IS PROVIDED AS IS, AND WE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

VIRUS PROTECTION

You agree that we are not responsible for any electronic virus that you may encounter using the Service. We encourage you to routinely scan your computer and diskettes using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

CHARGES AND FEES

You agree that we may, and authorize us to, deduct from the Payment Account without any notice to you any fees and charges incurred in connection with the Service. You also acknowledge that you are responsible for any and all other fees you may incur as a result of using the Service (for example, fees for telephone access and Internet services, fees assessed by the Internet service provider, or banking fees such as insufficient funds, or stop payments).

Depending on the type of account you maintain with us, monthly fees and fees for additional transactions and other optional services may be debited from the Payment Account.

SERVICE FEES

Online Banking Access using Quicken or QuickBooks \$9.95

Online Banking Access and Bill Payment using Quicken or QuickBooks \$16.95

MISCELLANEOUS FEES

Copies (check, deposit ticket, withdrawal slip or document other than statement) \$5 per copy

Copy of Statement (including duplicate or interim statement) \$10 per copy*

Copy / Duplicate Analysis Statement..... \$7 (CT, MA, RI); \$8.50 (NH)*

Account Research / Reconciliation Fee \$25 per hour / \$25 minimum

Payment Cancellation (Stop Payment) \$ 35.00*

Overdraft/Insufficient Available Funds .Please refer to the Business Deposit Accounts Fees and Features guide for an explanation of Overdrafts Days, Sustained Overdraft and application of per item fees.

* May be offset by earnings credit for analyzed accounts.

We reserve the right to change this schedule of fees from time to time. Consult your credit account agreement or Business Deposit Account Agreement and related Fees and Features guide for reference to additional fees that may be incurred.

ADDRESS OR BANKING CHANGES

We will rely on the address, including, without limitation, the e-mail address, as it appears on our records for any and all communications we send to you unless and until you notify us in writing of a change of address at Citizens Bank C/O Online Services, RDC590, One Citizens Drive, Riverside RI, 02915 or call Citizens' PhoneBank anytime at 1-800-723-0777, and we have had a reasonable opportunity to act on such notice. You also agree to notify in writing our PhoneBank at the above address at least ten (10) Business Days in advance of any change in your banking status or other customer information, such as your e-mail address or your phone number.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. We may, and you hereby authorize us to, from time to time obtain financial information regarding your Account from a merchant or financial institution (for example, to resolve payment-posting problems or any other problems arising or resulting from the use of the Service). We may also from time to time obtain credit reports and otherwise verify information supplied by you in connection with Service, including maintaining the Service with us.

ASSIGNMENT AND DELEGATION

You may not assign this Agreement, in whole or in part, or delegate any of the responsibilities under this Agreement to any third party or entity. Any such attempted assignment or delegation will not be recognized by us unless and until acknowledged by us in writing. We are not, however, under any obligation to give to you our written acknowledgment. We may, in our sole discretion and at any time, assign this Agreement, in whole or in part, or delegate any of our rights and responsibilities under this Agreement to any third party or entity without notice to you or consent from you.

NO WAIVER

No delay of or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion will constitute a waiver of that power, right, remedy or obligation on any later occasion. In any event, no such delay or waiver by us is effective unless it is in writing and signed by us.

SECTION HEADINGS

The Section headings used in this Agreement are for convenience and organizational purposes only, and do not in any way limit or define our rights or obligations under this Agreement.

RELATIONSHIPS

We and you are not partners, joint venturers or agents of each other as a result of this Agreement.

GOVERNING LAW

This Agreement shall be interpreted and governed in accordance with federal law and, to the extent not preempted by federal law, with the laws of the state where we open your Account, or, if we transfer your account to another location, where we currently maintain your Account, without regard to its choice of law provisions.

PROVISIONS SEVERABLE

If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be treated as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

Thank you for banking with us.

citizensbank.com

1-888-910-4100



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