

Positive Pay User Enrollment Form

Customer Information

Business Name: _____ TIN/SS#: _____
 Contact Name: _____ Phone: _____ Email: _____
 Mailing Address: _____ City _____ State _____ Zip _____
 Physical Address: _____ City _____ State _____ Zip _____
 *Authorized Account Signer: _____ Title: _____ Phone: _____
 (*must have the authority to authorize the below named individuals)

Account Information

Account #	Account Title / Description	Account Type (Checking/Savings)	Add/Delete

Authorized Users

Users who will be allowed to use the Positive Pay Program.

Customer's Name (Indicate Add or Delete next to User Name)	Customer's User ID (User ID for logging onto Online Banking)	Email Address
<input type="checkbox"/> _____		

By signing below I authorize Citizens Bank to provide access to the users designated above to access the above accounts for Positive Pay.

Authorized Account Signer's Name	Authorized Account Signer's Signature	Date

FOR BANK USE ONLY

PRECISION UPDATED BY:	DATE:	VERIFIED BY:	DATE:
ONLINE BANKING UPDATED BY:	DATE:	VERIFIED BY:	DATE:
ALKAMI UPDATED BY:	DATE:	VERIFIED BY:	DATE:

CHANGES /UPDATE (IF ANY):

**Addendum to Deposit Account
Terms and Conditions
BUSINESS CHECK AND ACH POSITIVE PAY AGREEMENT**

BUSINESS CHECK AND ACH POSITIVE PAY OVERVIEW:

Citizens Bank's Business Check and ACH Positive Pay is an effective method and **FREE SERVICE** available to protect a business against loss due to Check and ACH fraud. The automated account reconciliation services are critical to protect against fraud in the ever changing Check and ACH Environment. With Business Check and ACH Positive Pay, the business account holder can better monitor and detect unusual or unauthorized activity in your account(s) by comparing information to identify any discrepancies in Checks or ACHs.

CHECKS:

Citizens Bank's Check Service side of the program increases both the effectiveness and timeliness of fraudulent Check detection relying on posted proof files to identify fraudulent checks. This solution provides immediate exception warnings at the point of presentment. Thus, Positive Pay Check Services enables a more efficient process for handling fraudulent Checks. You send a file of issued Checks each day and in turn, you receive a daily notification of Exception Items through our commercial online banking program: Business Check and ACH Positive Pay-PRO-CHEX. This enables you, the business account holder, to send handling instructions and notify the bank of possible fraud. You have complete control.

ACHs:

Citizens Bank's ACH Service side of the program increases both the effectiveness and timeliness of fraudulent ACH detection too; through ACH Positive Pay-PRO-TECH and PRO-TECH CR. These two ACH systems work together to help you, the business account holder look at and return fraudulent ACHs payments or credits that do not belong to you. You have complete control.

Please note that if you, the business account holder decline this **FREE SERVICE**, you will not send and receive daily files for Checks and you will not be able to review transactions for fraudulent Checks or ACHs. Thus, you will indemnify Citizens Bank of all responsibility of any fraudulent items presented to your account.

DEFINITIONS:

ACH: Automated Clearing House transaction. One of many types of electronic transactions.

Account Holder: In this document known/referred to as "customer", "I", "you", or "your".

Business Online: An online program offered by Citizens Bank that allows a customer to access their account online.

Business Check and ACH Positive Pay: A service within the Business Online Program that allows customers to check for fraudulent Checks and ACHs. Also known as the product.

Business Check and ACH Positive Pay Agreement: In this document this phrase is known as the Addenda to the original Deposit Account Agreement and Business Online Agreement.

Check: A paper item written by a customer and presented for payment to another party.

Citizens Bank: In this document known/referred to as "Bank", "we", or "us".

DEFINITIONS – CONTINUED:

Deposit Account Agreement: The original agreement signed at account opening.

Exception: Any Check or ACH that does not meet a set of criteria and must be approved or disapproved by the customer.

File: A list of checks entered into the Business Check and ACH Positive Pay Module. The checks can be entered manually one by one or imported. A file can be a single check or more than one check.

Transaction: A Check payment, ACH payment, or ACH credit to a Customer's Account.

TERMS AND CONDITIONS OF BUSINESS CHECK AND ACH POSITIVE PAY SERVICE:

You and the Bank jointly agree to the following criteria for a Check or ACH to be considered for payment. If an item is presented to the Bank for payment against your account(s) which does not, for any reason, meet the established criteria, the item shall be deemed an exception and may be returned. You must agree to the following:

- ❖ Each check (in an imported file or singularly submitted) must contain the following: issue date (check date); check number; payee name (payable to); account number (your account number), and check total.
- ❖ **Daily** enter all issued check(s) (through an imported file or singularly) into the Business Check and ACH Positive Pay system no later than **4:30 pm CST** for next business day processing.
- ❖ The bank will have a file available from **5:00 pm CST** in the evening until **10:15 am CST** the next business day for the customer to look through to decide if there are any irregularities in either Checks or ACHs. In the event that you cannot access the portal due to our system being down, you will have until **12:00 pm CST** to contact the bank with any returns.
- ❖ The customer has until **10:15 am CST** each morning to make all decisions. If you do not submit instructions to the Bank by **10:15 am CST**, we will pay **ALL** Checks and ACHs in accordance with our normal banking practices.
- ❖ If you submit a decision and decide later that a Check or ACH should not be paid, it is your responsibility to contact the bank the same day before **12:00 pm CST**. Otherwise, the Check or ACH will be paid without liability to the bank and without recourse to you.
- ❖ In addition to the other limitations on the Bank's liability set forth herein, you agree that the Bank shall not be liable for any exclusion noted on an exception list and for which either: (a) you directed the Bank to pay; or (b) the Bank paid because you did not respond with instructions by the applicable cut-off time.
- ❖ You have the sole responsibility for protecting against unauthorized access to the Business Check and ACH Positive Pay product through the use of passwords and other security procedures that are within your control. We suggest that you use a dual control method and only allow authorized signers into your Business Check and ACH Positive Pay Service.
- ❖ For security reasons, we recommend that you do not authorize the same user to both input check data and transmit a Positive Pay file to the Bank and to resolve exceptions. One user should import or manually input a Positive Pay file and another user should resolve Check Reconciliation/Positive Pay exceptions/violations. We also suggest that the Positive Pay user(s) be an authorized signer on the account. By signing below, you accept responsibility for any losses resulting from your failure to use proper dual controls or other commercially reasonable security measures (such as failing to safeguard access codes or permitting individuals who are not authorized signers on your account(s) to access Business Check and ACH Positive Pay) in regards to your Business Check and ACH Positive Pay Service.

INDEMNIFICATION; LIMITATIONS OF WARRANTY AND LIABILITY:

Without restricting or reducing any limitations of warranties set forth in other agreements, the bank and its service providers hereby disclaim any warranties, endorsements, or representations, of any kind (including merchantability, non-infringement of third party rights, freedom from viruses or other harmful code, or fitness for any particular purpose), express or implied, related to any product service, advertisement or other information related to the product. The product is provided as-is and as-available with the bank having no liability for failure to perform any services in the event such failure or delay is due to circumstances beyond our reasonable control (including but not limited to, failure or disruption of electric power, telecommunications systems, natural disasters, or other unforeseeable events). The bank makes no warranties, (express or implied) by operation of law or otherwise and disclaims all implied warranties of merchantability and fitness for a particular purpose and shall make no representation or warranty concerning the quality, performance or other characteristics of the product. Neither we nor our service providers will under any circumstances be responsible for any lost profits, lost opportunity, loss of business information, loss of good will, loss of equipment, business interruptions or any direct or indirect, special, consequential, incidental, punitive, exemplary, or other damages arising in any way out of the use or maintenance of the services regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability or otherwise. You agree that this indemnification shall survive the termination of this agreement.

GOVERNING LAW:

The laws of the State of Texas shall govern this Agreement and its interpretation and all transactions hereunder, without giving effect to any conflict of law, rules, or principles that might result in the application of the laws of another jurisdiction. Customer acknowledges that he/she has reviewed this agreement; understands the terms and conditions set forth herein; and agrees to be bound hereby. You also agree to the exclusive jurisdiction and venue for all disputes related to this agreement to be held in the Courts of the Law in Gregg County, Texas.

BUSINESS CHECK AND ACH POSITIVE PAY AGREEMENT:

This Business Check and ACH Positive Pay Agreement ("Positive Pay Addendum") is entered into between the undersigned accountholder and Citizens Bank in connection with Business Check and ACH Positive Pay, which is made available to you by the Bank at **no additional charge** in connection with your existing deposit account(s) at the Bank. This Positive Pay Addendum incorporates into and becomes a part of the Bank's Deposit Account Agreement and is made a part of the terms and conditions governing your deposit account(s) with the Bank for all purposes.

You acknowledge that the Bank's Business Check and ACH Positive Pay service is a commercially reasonable security procedure designed to prevent loss in connection with fraudulent, forged, or altered Checks on your account(s) and fraudulent ACH transactions on your account(s). This is achieved by enabling you to transmit to the Bank pertinent information about every Check that you issue from your account(s) and looking and all ACH transactions. You further acknowledge that your failure to accept the Business Check and ACH Positive Pay service, or accepting the service and your failure to consistently use it, may result in losses that could have been prevented if the Business Check and ACH Positive Pay service had been used in the manner set forth herein.

Please read the following with respect to the Business Check and ACH Positive Pay Service. You must initial one of the following choices, Accept or Decline, or all checks will pay on your account and you will be liable for all charges:

 MY INITIALS INDICATE I ACCEPT AND AGREE TO USE THE BUSINESS CHECK AND ACH POSITIVE PAY SERVICE.: I hereby accept and agree to use the Bank's Business Check and ACH Positive Pay service in connection with my deposit account(s) at Citizens' Bank, subject to the terms and conditions set forth in this Positive Pay Addendum. I understand and agree that if I fail to use the Business Check and ACH Positive Pay service daily (looking at morning files) to verify all Check and ACH transactions drawn on my account(s), I will be responsible for any losses resulting from fraudulent, forged, or otherwise altered Checks, or similar items drawn on my account(s), or fraudulent ACHs. I understand and agree I must import or manually enter checks as they are created for the Positive Pay Program to be effective for Checks. I further agree to hold harmless and to indemnify the Bank, its management, employees and directors for any and all losses resulting from transactions that could have been prevented had I used the Bank's Business Check and ACH Positive Pay service consistent with my obligation under this Positive Pay Addendum. To the extent permissible under applicable law, this Positive Pay Addendum is intended to alter liability that the Bank may have for such losses under the Uniform Commercial Code or other applicable laws or regulations.

ACCOUNTS I WANT COVERED UNDER THIS AGREEMENT INCLUDE THE FOLLOWING:

 MY INITIALS INDICATE I DECLINE TO USE THE BUSINESS CHECK AND ACH POSITIVE PAY SERVICE.: I hereby decline to use the Bank's Business Check and ACH Positive Pay service in connection with my deposit account(s) at Citizens Bank. By rejecting this service, I agree to be responsible for any losses resulting from fraudulent, forged, or otherwise altered checks or similar items drawn on my account(s), or fraudulent ACHs. I further agree to hold harmless and to indemnify the Bank, its management, employees, and directors for any and all losses resulting from transactions that could have been prevented had I used the Bank's Business Check and ACH Positive Pay service in connection with my deposit account(s). To the extent permissible under applicable law, this Positive Pay Addendum is intended to alter any liability that the Bank may have for such losses under the Uniform Commercial Code or other applicable laws or regulations.

ACCOUNTS NOT COVERED UNDER THIS AGREEMENT INCLUDE THE FOLLOWING:

IN WITNESS WHEREOF, the parties have caused this Positive Pay Addendum to be executed by their duly authorized representatives and same shall be effective as of the date of execution and acceptance by the Bank, as set forth below.

Company Name: _____ Citizens Bank
Owner Name: _____ Representative: _____
Signed Name: _____ Signed Name: _____
Date: _____ Date: _____