

# ONLINE/ESTATEMENT AUTHORIZATION FOR REPRESENTATIVE

Effective 9/2018

# AUTHORIZATION AGREEMENT FOR ONLINE ACCESS AND/OR ESTATEMENTS

\*\*Account holders please complete the Online/eStatement Authorization for Account Holders\*\*

By signing this Agreement, you are authorizing the Custody Division of Community National Bank (CNBC) to assign an Internet ID to you for your clients' account information. Once you are assigned this Internet ID, you should treat your Internet ID and password with the same degree of care and secrecy that you use to protect other financial data. CNBC will be assigning one Internet ID per Representative which will link all the clients' accounts for that Representative together. You agree not to give or make available your Internet ID and password to any person not authorized to access your clients' account information. You understand that you are bound by the terms and conditions of the Online Access User Agreement. CNBC personnel will never ask for your security word or password and you should never offer this information to anyone. If your Internet ID and/or password are compromised for any reason notify CNBC immediately at 800-680-0340. If you are no longer a representative for a CNBC client, it is your responsibility to notify CNBC immediately. CNBC retains the right to discontinue online/eStatement services at any time without notice.

The account information on this website (www.cnbcustody.com) is for your convenience as a general reference and may not contain all current transaction information or market values. Please retain the CNBC statements produced for your clients' accounts as your official record.

PLEASE NOTE: To access account statements and disclosures electronically, you must have the following: A Client with an active Community National Bank custody account, Internet connection, email address capable of receiving messages, and printer capable of printing disclosures or statements for your records. If you're lacking any of these requirements and want to receive eStatements, please contact us with further questions.

In consideration of the eStatements services ("Services") to be provided by CNBC as described from time to time in information distributed by CNBC to its representatives, the undersigned Representative agrees as follows:

1. The undersigned hereby requests and authorizes CNBC to send notice of regular periodic account statement(s) to Representative, in lieu of a paper copy, in electronic format for all accounts designated in this agreement to be viewed through Services via the CNBC online access website. By utilizing the Services, Representative agrees to be bound to all rules and regulations applicable to their client's account and any other contract for services at CNBC as established and amended by CNBC. Representative understands that the Representative is bound by the terms and conditions of the Online Access User Agreement.

2. Representative agrees, if applicable, to receive initial and periodic account disclosure information in an electronic or paper format. CNBC will provide this information in a clear, conspicuous manner that customer can print and/or store using hardware and software specified above. A copy of said disclosures may also be viewed at the CNBC's web site, www.cnbcustody.com. The consent granted by this paragraph applies to all accounts identified in this agreement. CNBC will notify Representative of any material change in hardware or software required for retrieving or storing this disclosure information.

3. Representative understands his/her right to revoke this agreement and thereby withdraw consent to communicate with CNBC electronically. In order to withdraw consent and terminate this agreement, Representative must notify bank of the decision, in writing, 30 days in advance, delivered to the Bank at the following address: Community National Bank, P.O. Box 225, Seneca, KS 66538. At this time, there are no fees directly associated with rescinding this agreement. However, upon rescinding eStatements, the account owner will automatically become subject to any fees that may be charged for paper statements.

4. Representative understands that Representative may obtain a paper copy of any of the above-described disclosures or eStatements. To obtain a paper copy, Representative must make a specific request to the CNBC at the address shown in Paragraph 3. In some cases, research fees specified in the CNBC Custodial Fee Schedule may apply to Representative's request pursuant to this paragraph.

5. Representative agrees to notify CNBC immediately if Representative is unable to access any of the information that has been delivered by the CNBC in an electronic form or manner.

6. Representative agrees to provide the CNBC with signed, written notice if Representative's electronic mail (email) address changes.

7. CNBC shall not be responsible or liable for:

- Consequential or incidental damages for negligent performance by CNBC of its Services.

- Damages arising from unauthorized access to eStatement services.

- Any costs associated with updating, modifying or terminating Representative's software or hardware.

I understand the above agreement and would like to sign up for the following: *Please check the appropriate box(es).* If you already have online access please just check eStatements.

Online Access an	d/or eStater	nents eStatemen	ts requires Online Access and	will suspend paper statements
Rep ID/CRD#	Rep Name			
			(Please Print)	
E-Mail				
Street Address		City	State	Zip
Broker/Dealer or RIA Name_		Signature		Date
(Without all of the above	information we	will not be able set-up yo	our Internet ID and/o	r eStatements.)
CNBC Office Use Only				
Customer Service Approval:Int	ernet ID:	System Administrator Approval Date/Time Updated:		

225 MAIN ST - PO BOX 225 | SENECA, KS 66538 | P: 800.680.0340 | F: 785.336.6880 NEWACCOUNTS@CNBCUSTODY.COM | CNBCUSTODY.COM Please read carefully the CNBC Online Access User Agreement for Community National Bank Custody (CNBC), below. The agreement includes disclaimers of liability and other matters of interest to users. By pressing the "Accept" button you agree to the terms and conditions of the user agreement which includes consent to future amendments of the agreement. By pressing "Decline", you will be returned to the initial log on screen and will not be allowed access. If you wish to have a copy of this agreement, call Community National Bank Custody at (800)680-0340.

## CNBC ONLINE ACCESS USER AGREEMENT

### What This Agreement Covers

Community National Bank is a locally owned, independent community bank. The bank's headquarters reside in Seneca, Kansas; with the Custody Division also residing in Seneca, Kansas. This internet services agreement between you and Community National Bank Custody (CNBC), where your CNBC Custody Account is located, governs your use of CNBC Online Access, an electronic service that permits CNBC account hidders and their designated representatives to access personal account information through the use of the world wide web. Accounts provided by CNBC that you access through CNBC Online Access are also governed by other agreements with you. This agreement governs your use of CNBC Online Access. Additional internet services may be available in the future. In addition to this agreement, privacy policies also apply to your accounts. We suggest that you review these items in order to understand all of your relative rights and responsibilities in connection with your use of CNBC online access.

#### Terms Used in this Agreement

"We," "us", "our" and "Community National Bank" refer to the Community National Bank Custody, located in Seneca, Kansas.

- "You" or "Your" refers to the owner of a Community National Bank custody account or your authorized representative.
- "Account" refers to any custody account maintained at Community National Bank;

"Authorized representative" refers to the designated representative you appoint that is your authorized agent and is not an agent of the custodian. We are not responsible for and are not bound by any representatives, warranties, statements, or agreements made by any representative beyond the terms and provisions contained in the agreement and disclosure statement of the CNBC account application.

#### Accepting The Agreement

You understand that by using CNBC online access, you have agreed to the terms and conditions of this agreement. You agree to use CNBC online access solely as provided in this agreement and the applicable online instructions. We may, from time to time, introduce new CNBC services. When this happens, we will update the website to include them. By using CNBC online access you agree to be bound by the terms contained in this agreement at that time.

# **GENERAL ACCESS INFORMATION**

### Maintaining Your Accounts

You agree to properly maintain your CNBC online access, to comply with the rules governing your CNBC account (s), and to pay any fees associated with your CNBC accounts(s). Neglecting the maintenance (including but not limited to fees) of your account may warrant CNBC Online Access termination. Any issue with a CNBC accounts(s), or service with CNBC, which you access through CNBC online access shall be governed by the law(s) specified in this agreement for that CNBC account or service.

#### Online Access to CNBC Accounts

To access your CNBC Account(s) you must have an **INTERNET ID** and a **PASSWORD** as well as the required hardware and software. You are solely responsible for having the required hardware and software and for securing an internet service provider. Subject to the terms of this Agreement you will generally be able to access your account(s) at **www.cnbcustody.com** seven days a week, 24 hours a day. At certain times, Community National Bank Custody Online Access may not be available due to system maintenance or circumstances beyond our control. During normal business hours, you may call our toll free number (800)680-0340 for additional assistance.

#### Password and Internet ID

You will be given an internet ID and a temporary password that will give you access to your CNBC account. During your first logon session, you are required to change your password. Going forward, your password can be changed online at any time. We recommend that you change your password regularly. For security purposes, we recommend that you memorize the password and do NOT write it down. You are responsible for keeping your password and internet ID confidential.

#### Electronic Mail (E-Mail)

You can communicate with us via e-mail at irainfo@cnbcustody.com. Please remember that we will not immediately receive an electronic message sent by you. If you need to contact us immediately, please call (800)680-0340. Never send us your account number(s), internet ID, password, security word, or other sensitive information via e-mail.

### CNBC ONLINE ACCESS SERVICE

#### **Available Services**

By accessing your account(s) online, you may obtain balance information, portfolio holdings, and review transaction history. Balances and transaction history will reflect activity conducted through the close of the previous business day.

#### Accessibility and Cancellation

If you have appointed one or more designated representatives, each such designated representative may individually access your account(s). Each designated representative will have a unique internet ID and password. The terms of this agreement will apply to each designated representative. To cancel this authorization agreement, please notify us in writing that you would like to forfeit the right to access your account (s) via the internet. If you decide to close your account(s), your CNBC Online Access will be forfeited once CNBC considers the account closed.

## Representative Accessibility and Cancellation

Designated representatives are responsible for access to CNBC accounts by their office staff. Internet IDs will ONLY be assigned to representatives. CNBC will NOT assign internet IDs to office staff. If you no longer act as a representative for a client, it is your responsibility to notify CNBC immediately.

#### Telephone Number and Address

Call us IMMEDIATELY if you believe that your Internet ID or Password has been lost or stolen, or if you suspect any fraudulent activity on your account.

- Phone: (800)680-0340
- E-mail: irainfo@cnbcustody.com

Or write to: Community National Bank, 225 Main Street, P.O. Box 225, Seneca, KS 66538

#### Telephone and ISP Charges

You will be responsible for any telephone charges that you incur and any fees charged by your Internet Service Provider (ISP) when you access your account online.

# GENERAL PROVISIONS

## Disclosure of Information

# The circumstances under which we will share information about you or your account has been separately provided to you within our account disclosures. Our privacy policy may change from time to time and is available on-line and at your request.

#### Termination

Unless otherwise required by applicable law, CNBC may terminate this agreement and/or your online access, in whole or in part, at any time. We may terminate or reinstate online access, in whole or in part, at our discretion, at any time. If reinstated, the current terms of this agreement will control. You may request reinstatement of online access by calling Community National Bank Custody at (800)680-0340. Limitation of Liability

# Except as otherwise provided in this agreement or by law, we are not responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by the service or the use thereof, or arising in any way out of the installation, use, or maintenance of the software.

#### Your Indemnification

Except to the extent of CNBC's liability, pursuant to the terms of this agreement or any other agreement or notice that otherwise governs your CNBC account (s), you agree to indemnify and hold us, our directors, officers, employees and agents harmless from any and all loss, liability, claims, demands, judgments and expenses (including attorney's fees) arising out of or in any way connected with your use or misuse of CNBC Online Access. This indemnification is provided without regard to whether our claim for indemnification is due to the use of CNBC Online Access by you, or your authorized representative.

#### Entire Agreement

This agreement is the complete and exclusive agreement between you and us related to the CNBC online access and supplements any other agreement or disclosure related to your account (s). In the event of a conflict between this agreement and any other agreement or disclosure related to your account (s) or other accounts or any statement by our employees, this agreement shall control.

#### Waivers

No delay or omission by us in exercising any rights or remedies hereunder 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 thereof 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 the State of Kansas, without regard to that state's conflicts of laws provisions.

# Amendments

We may amend or change any of the terms and conditions of this agreement at any time. Notice of any changes will be posted on our website at least 30 days prior to going into effect. If you do not agree to the change or amendment, you must notify us in writing prior to the effective date of the change or amendment and cancel your access to the service.