

Online Banking Users Agreement

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time by accessing the “Agreements and Disclosures” page on cbna.com. We may amend this document from time to time and you should review it regularly. To print this document, select Print from the menu.

This Agreement governs your use of the online and mobile banking services and other digital and Internet-based financial services which are offered now or in the future (the “Services”) by Community Bank, N.A. (the “Bank”) through its online and mobile systems (collectively, the “online system”). PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING THE ONLINE SYSTEM 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 AGREEMENT POSTED TO THIS WEBSITE FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE ONLINE SYSTEM.

1. Meaning of Certain Terms. In this Agreement, (a) “we,” “us,” “our” and “Bank” means Community Bank, N.A.; (b) “you” and “your” means each person who has an interest in an account or other relationship which is accessible through the Services and any person with authority to use the Services; (c) “Business Day” means Monday through Friday, excluding federal bank holidays; (d) “Payee” or “Merchant” means anyone you designate as a payee under the Services and we accept as a payee; and (e) “Payment” means your remittance to a Payee. Reference to time shall be to Eastern Time.

2. Acceptance of Terms. Your use of any of the Services constitutes your acceptance of the terms and conditions of this Agreement and is subject to the terms or instructions appearing on the help screens or on-line by accessing the Agreements link within Online Banking at the time you use a Service (the “Instructions”). We may amend or change this Agreement from time to time by providing notice to you in accordance with applicable law and regulations. We may, in our sole discretion, provide notice of any changes by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the online system. If you find the Agreement unacceptable to you at any time, please discontinue your use of the online system. Your continued use of the online system after we have made such change available will be considered your agreement to the change.

3. Computer Equipment, Browser Access and Online Services. You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary to access and use the Services. This responsibility includes, without limitation, your use of up-to-date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware and Internet security software. You are also responsible for obtaining Internet services via the Internet service provider of your choice and acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of your computer systems used to access the Services and for the transmission and receipt of information using such computer systems. You acknowledge that you have requested the Services for your convenience, have made your own independent assessment of the adequacy of the Internet and your computer systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your computer systems nor are we responsible for notifying you of any upgrades, fixes or enhancements to, or for providing technical or other support for your computer systems. Although we may provide a link to a third party site where you may download other software programs, we make no endorsement of any specific software and your use of any such software may also be subject to the license or other agreements of that provider.

4. User Responsibilities; Passwords. The Bank is entitled to act upon instructions received with respect to any Service under your user identification (“User Name” or “User ID”) and web access password (“Password”) and without inquiring into the identity of the person using the Password. You agree that you will not under any circumstances disclose your Password to anyone, including anyone claiming to represent the Bank. No one from the Bank will ever ask you for your Password, and Bank employees do not need your Password for any reason. You are liable for all transactions made or authorized with the use of your Password. The Bank has no responsibility for establishing the identity of any person who uses your Password. You agree that if you give your Password to anyone or fail to safeguard its secrecy, you do so at your own risk because anyone with your Password

will have access to your accounts. The Password can be changed within the Bank's online system, and we recommend and urge you to change your password at least every 90 days. You agree to immediately notify the Bank if you believe the secrecy of your Password has been compromised and you will immediately change your Password through the Bank's online system.

For joint accounts, each person must have a separate User Name or User ID and Password. Each person on a joint account will be liable for all transactions that are made on that account by all other joint holders of the account.

You agree to provide accurate and complete personal information and account information required to activate and utilize the Services and to keep your personal and account information up to date and accurate. You agree to protect the confidentiality of your Password and your account, not to disclose your Password to other parties, change your Password periodically, and to notify the Bank immediately of any unauthorized use of your password or account. You agree not to use the Services to conduct any business or activity or solicit the performance of any activity that is prohibited by law. You agree that your right to use the Services is personal to you, and may not resell or make any commercial use of the Services. In the event you want to update your electronic address, have questions about receiving disclosures, or need technical or other assistance concerning the disclosures, you may contact us by electronic mail at Corpcom@CBNA.com or by calling our Customer Care Center at 1-866-764-8638 during business hours.

5. Security of Your Account Information. You, as a customer, are responsible for providing security for your Online Bank account. Passwords must be kept private. You should make sure that no one is physically watching as Passwords are entered. It is important to remember to click "Log Off" after completing your Online Banking session. This will deter unauthorized access to your account if your computer is shared or available to others.

You should not leave your computer systems unattended with the browser running and a valid User Name or User ID and Password cached as anyone can gain access to the account. You should use precautions to keep computers clean and free of viruses that could be used to capture Password keystrokes.

You agree to indemnify and release the Bank from any and all liability, and agree not to make any claim against the Bank, or bring any action against the Bank, relating to their honoring or allowing any actions or transactions that were conducted under your User Name or User ID and Password subject to applicable rules and regulations.

6. Non-Consumer Accounts. Our Services are available for consumer and non-consumer customers, to access and maintain personal and business banking accounts. For purposes of this Agreement, consumer and non-consumer accounts are defined in Regulation E issued by the Federal Reserve. Generally, a consumer account is an account that is used for personal, family, or household purposes; all other accounts are non-consumer accounts. Protections available under Regulation E apply only to consumer accounts. Non-consumer customers may use the Services by hereby agreeing that (a) only one User Name or User ID and Password will be established, (b) that the User Name or User ID and Password will be known only to the owner of the business, (c) that all deposit and loan accounts associated with the TIN or EIN will be displayed to the user via the online system, and (d) that you acknowledge and agree to the terms below.

Accepting Terms of the Business Online Access and User Agreement. Non-consumer customers should consider the Business Online Service for businesses which offers more robust capabilities and security features. By using or accessing the Business Online Service, you agree to be bound by the terms and conditions of the Business Online Access and User Agreement and its addendums, as applicable. The Business Online Access and User Agreement and its addendums are posted within the online system and can be accessed after logging onto the system by clicking the tab "Agreements." You should review the Business Online Access and User Agreement and its addendums regularly as they may be amended from time to time. Your acceptance of the revised terms and conditions along with the continued use of the Business Online service will indicate your consent to be bound by the Business Online Access and User Agreement and its addendums.

Risks for Non-Consumer Accounts. You acknowledge that the Bank offers the Business Online Service for business accounts which provides additional security features. Consumer banking is intended for individuals with consumer accounts. The Business Online Service provides additional built-in security features that are developed specifically for business and non-consumer customers and are not available in the Bank's personal banking online system. If you have not elected to subscribe to the Business Online Service, you have authorized the Bank to accept fund transfer instructions affecting your business accounts by our personal banking online system. You

acknowledge your responsibility for all funds transferred affecting your non-consumer accounts initiated using personal banking. The Bank shall have no duty to verify the identity of the person or persons using your personal online banking account to transfer funds and transact on your business account other than the standard authentication security procedures provided on the personal banking online system.

You shall at all times indemnify, defend and hold the Bank harmless from and against all actions, proceedings, claims or loss, damage, costs and expenses which may be brought against the Bank or incurred by the Bank and which shall have arisen in connection with the instructions transmitted by the Bank's personal banking online system relating to your business account.

7. Account Types. The Services are not intended for and should not be utilized by or for certain fiduciary accounts, accounts requiring two or more signatures, or accounts in the name of a child under 18 years of age. You acknowledge and agree that if you utilize the Services with such accounts, you accept all risk associated with such action and you release us from any liability resulting from such action. Each person on a joint account will be liable for all transactions that are made on that account. Each person on a joint account authorizes all transactions made by any other person on such account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

8. Services Provided. You may use the online system to access a variety of banking services. You may: (a) transfer funds between deposit accounts with the Bank; (b) obtain current balance and other deposit account information; (c) obtain loan account information; (d) borrow from your consumer credit line and deposit the funds into your deposit account; (e) make payments from your account to your consumer credit line, installment loan, or mortgage loan and various third parties; (f) request stop payments on checks you have written from your account; and (g) perform other services and transactions as may be offered from time to time.

9. Service Fees. General access to the Bank's online system is provided to you at no additional cost. However, you may incur fees if you use or obtain some of the Services. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or Service. We reserve the right from time to time to add or modify charges and will notify you when we do so.

10. Bank Will Act on Online Instructions. By directing the Bank through the use of any of the Services initiated with your User Name or User ID and Password to transfer funds or make a payment of any kind, you authorize the Bank to withdraw from the designated account the amount of funds required to complete the transaction. In addition, any requests for new Services, instruction to change existing account information or Services, and other communications received by the Bank through the Internet shall constitute legal endorsements, and shall have the same force and effect as written instructions signed by you.

11. Additional Terms Applicable to External Transfer Service. Our External Transfer Service is currently offered at no charge. The External Transfer Service allows you to transfer funds between your deposit accounts at the Bank, and deposit accounts at other financial institutions. The External Transfer Service also allows you to make a loan payment to a Bank loan by transferring the funds from an account at another bank. You must enroll each external account that you wish to use for this External Transfer Service. All accounts requested to be used as part of this Service will be verified in accordance with the procedures of the Bank. The verification process must be completed by you prior to using the External Transfer Service. You will have seven (7) days after enrolling an account to complete the verification process. Verification instructions are displayed during the enrollment process.

Funds requested to be transferred will be debited/credited to your Bank account, on the Business Day following the day you initiate the transfer, provided you have met the Bank's cutoff time for submitting external transfers. In the case of a future dated or recurring transfer, these time limits will be the Business Day following the scheduled date of the transfer. The cutoff time for initiating transfers is 4:00 p.m. Funds requested to be transferred will be debited/credited to the external account according to the receiving financial institution's availability of funds policy and transaction processing schedule.

Requests for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can generally be canceled on the online system by 4:00 p.m. on the Business Day prior to the scheduled transfer date. Transfers are subject to limits as set from time to time by the Bank. The following limits shall apply unless otherwise agreed upon by you and the Bank:

- (a) One inbound transfer per day not to exceed a total of \$1,000
- (b) One outbound transfer per day not to exceed a total of \$1,000

The above limits apply to the total of all financial institution-to-financial institution transfers of a specific type for all accounts enrolled in the External Transfer Service. We may change your dollar limits and transfer limits at any time.

In connection with the External Transfer Service, you represent and warrant to us that: (a) you are the owner of both the eligible account(s) at the Bank and the other financial institution; (b) you have all necessary authority and rights to register for the External Transfer Service and to initiate funds transfers to and from the Bank to eligible accounts at the Bank and the external bank accounts; (c) you are an individual consumer and the External Transfer eligible account(s) and external bank accounts are held and used by you solely for personal, family or household purposes, and are not held or used in connection with any business enterprise; and (d) you will not use the External Transfer Service for any purpose or activity that is in violation of any federal or state law, rule, statute or regulation, including the rules of any payment system used to process your instructions for an External Transfer.

The Bank and the financial institution(s) holding the external bank account(s) may rely on the representations and the authorizations provided by you in this Agreement without investigation. We will use the Automated Clearing House (“ACH”) network in order to initiate the electronic debits and credits to your External Transfer eligible account and the external bank accounts to process a transfer instruction. We may use other methods to process a transfer instruction, including a book transfer or wire transfer.

We make no representation or warranty to you that the financial institution that holds the external bank account will properly credit or debit funds arising from an incoming or outgoing funds transfer to or from your external bank account or will honor any instruction to credit or debit your external bank account.

The Bank will not be liable for any losses or resulting charges due to transactions not processed timely, or for any transactions processed with the user’s valid credentials.

12. Additional Terms Applicable to Bill Payment Service. Through the online system you may subscribe to our optional Bill Payment Service (the “Bill Payment Service”). The Bill Payment Service allows you to schedule Payments through our online system for current, future, and recurring bills from your designated checking account with us in accordance with this Agreement. Use of the Bill Payment Service indicates acceptance of terms and conditions set forth herein. The terms and conditions may be amended from time to time.

Requirements and Restrictions. Requirements for dual signatures on checks do not apply to any bank account or Services, including but not limited to the Bill Payment Service. To subscribe to the Bill Payment Service, you must have at least one checking account with the Bank, and this account must be in good standing with us in accordance with our criteria. We will not permit you to use a money market or savings account as your designated Bill Payment account because the number of transfers from those types of accounts are limited. You are solely responsible for controlling the safekeeping of and access to your Bill Payment Service information. You are liable for all transactions you make, or that you allow another person to make (whether or not authorized by you), even if that person exceeds his or her authority.

Payee Designation. You can use the Bill Payment Service to make payments to almost any Payee or Merchant you desire, including individuals, local service providers, utilities, credit cards, to make mortgage and loan payments, or charitable donations. The Bill Payment Service cannot be used to make payments for the following: (i) Payees located outside the United States; (ii) tax or other payments to the Internal Revenue Service or any state, local or other governmental agency; (iii) court-ordered payments (e.g., child support or alimony); or (iv) in connection with any unlawful activity or purpose (e.g., gambling). If you use the Bill Payment Service to make governmental, court-ordered or certain other payments, we shall not be responsible for any penalties, interest, late fees or other similar amounts you may be assessed as a result of delays in the delivery, or the non-delivery of the Payment, or the delayed or improper crediting of the Payment. We reserve the right to refuse to make a Payment to a particular Payee or categories of Payees through the Bill Payment Service. You agree to indemnify, defend, and hold Bank harmless for any loss, damage, or expense (including reasonable attorney fees) arising from or related to your impermissible use of the Bill Payment Service.

By furnishing the Bank with the names of your Payees and their addresses, you authorize us to follow the payment instructions provided. When we receive a payment instruction for the current date or a future date, we will remit the funds to the Payee on your behalf from the funds in your designated account on the date you have instructed them to be sent (“Payment Date”). We are not obligated to pay funds from your account if the available account balance is insufficient to cover the Payment. You may incur additional fee(s) (overdraft or other NSF fees) associated with a requested Payment when the funds in your designated account are not available. Please refer to the Bank’s Availability of Funds and Overdraft and Unavailable Funds Practices Disclosures for additional details.

We are not responsible if a Payment cannot be made due to incomplete, incorrect or outdated information provided by you regarding a Payee, or if you attempt to pay a Payee that is not on your Payee accounts list.

Making/Scheduling Payments. You may use the Bill Payment Service to authorize recurring payments or non-recurring (single) Payments. A non-recurring (single) Payment will be processed on the Business Day (generally Monday through Friday, except certain holidays) that you designate as the Payment’s processing date, provided the Payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is 3:00 pm Eastern Time. A single Payment submitted after the cut-off time on the designated process date will typically be processed on the next Business Day. If you designate a non-business date (generally weekends and certain holidays) as the Payment’s processing date, the Payment will be processed on the first Business Day following the designated processing date.

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the Payment, a processing date is calculated for the next occurrence of the Payment. If the calculated processing date is a non-business day (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring Payment’s “*Pay Before*” option is selected, the processing date for the new occurrence of the Payment is adjusted to the first Business Day prior to the calculated processing date.
- If the recurring Payment’s “*Pay After*” option is selected, the processing date for the new occurrence of the Payment is adjusted to the first Business Day after the calculated processing date.

Note: If your frequency settings for the recurring Payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

We limit the amount of each individual Bill Payment to a company, transaction to \$15,000. Lower limits are established for Person to Person payments. The Payment method may be electronic or by check. Payments must be scheduled at least five (5) Business Days for check payments and two (2) Business Days for electronic payments prior to the due date to allow adequate time for the Payment to reach the Payee. The due date is the date the Merchant has designated for Payment, and should not be adjusted for any grace period or late date accommodations the Merchant may provide. Due to factors beyond our control such as the U.S. Mail and payment processing at the Merchant, it is not guaranteed that a Payment will post by the fifth Business Day (or second day, if issued electronically).

Any Payments made with the Bill Payment Service require sufficient time for your Payee to credit your account properly. **To avoid incurring a finance charge or other charge, you must schedule a Payment sufficiently in advance of the due date of your Payment. If you fail to schedule your Payment according to the recommended timeframe, we will not be responsible for any late fees or finance charges. We will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee.**

You agree to have available collected funds on deposit in the account you designate in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have with us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in your designated account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge and/or set off any of your accounts with us to cover such payment obligations. Please

refer to the Bank's Account Agreement-Terms and Conditions, Availability of Funds, and Overdraft and Unavailable Funds Practices Disclosures for additional details.

Change or Delete Payments/Stop Payments. A Payment can only be changed or cancelled while it is pending. We shall not be liable to you for a cancel or stop payment request if your request is not presented to us with adequate time to cancel or change the Payment request. Once the Payment has cleared, you can no longer stop or cancel payment.

Safeguarding Your Information; Limitations. As with other Services, you are solely responsible for controlling the safekeeping of and access to your Bill Payment Service information. You are liable for all transactions made with your User Name or User ID and Password. If you want to terminate another user's authority to use the Bill Payment Service on your behalf, you must change your User Name or User ID and Password. In the event that you believe you have experienced unauthorized access to the Bill Payment Service, notifying us immediately at 1-866-764-8638 of the unauthorized access, identifying any Payments made or potential Payments scheduled, and changing your User Name or User ID and Password is the best method to reduce your possible losses.

You are responsible for any Payment request made that contains an error or is a duplicate of another Payment. We are not responsible or liable for any Payment if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communication facility, and no party shall be deemed to be our agent.

In any event, we will not be liable for any special, indirect, consequential, incidental or punitive losses, damages or expenses in connection with the Bill Payment Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by reasons beyond our reasonable control.

Termination of Bill Payment Service. We reserve the right to terminate your use of the Bill Payment Service at any time without prior notice to you. If, for any reason, you should want to terminate your use of our Bill Payment Service, we recommend that you cancel all future Payments and transfers at the same time you terminate the Bill Payment Service, either by deleting Payments yourself, or by contacting the Bank at the following address:

Community Bank, N.A.
Customer Care Center
1 Tallman Road
Canton, New York 13617

We are not responsible for any Payment made before we have a reasonable opportunity to act on your termination notice and we will not be responsible for any Payee's refusal to return any duplicate payments made as a result of your untimely notice. You remain obligated for any and all Payments made by us on your behalf through the Bill Payment Service.

13. Additional Terms Applicable to eStatement Service. By enrolling in Bank's eStatement service (the "eStatement Service"), you agree to access the periodic statements, certain account disclosures and other materials for your selected accounts electronically via a link contained in an email notification. After your enrollment, you will no longer receive paper statements for those accounts that you have enrolled. When your eStatements are ready, we will send you an email that your statement or notice is available, and you will be able to access it securely via a link contained in the email using your User Name or User ID and password. You may also access your statement or notice after you log in to the Service by selecting the account you wish to view then clicking on "Documents." Disclosures and other types of notices may be provided through a link in your email or attached to your eStatement. Use of the eStatement Service indicates acceptance of terms and conditions set forth herein. The terms and conditions may be amended from time to time.

As part of your enrollment in the eStatement Service, you choose to receive the following information electronically for the accounts you select, if available: periodic statements; annual percentage yields; fees and other terms of your deposit accounts; change-in-terms notices; disclosures required by applicable Federal and State laws, rules and regulations; and such various other notices as you may select for delivery via the eStatement Service in

the future. All rules, regulations, terms and conditions regarding statements will continue to apply to such statements whether they are delivered electronically or otherwise. Upon enrollment, you agree to electronically receive documents including disclosures and notices we may provide to you, as applicable, including but not limited to, the Account Agreement, Truth-in-Savings Disclosures, Fee Schedule, Availability of Funds Disclosures, and Initial and Annual Privacy Notices. Certain notices, including amendments to this Agreement, may be posted on the Services' website or at www.cbna.com, in lieu of being provided through the eStatement Service process.

Upon your enrollment in the eStatement Service, your consent shall remain valid until such time as you exercise your right to revoke this consent. Consent to receive transactions, Bank disclosures and notices electronically apply to all records during the lifetime of your account although not all communications may be available in electronic form. Your eStatement Service may be discontinued if the email notice is returned undeliverable for any reason. You are responsible for keeping your email address updated. You may request a paper copy of any document sent to you electronically. You may request a copy by contacting us as by electronic mail at Corpcom@CBNA.com, or by calling the Customer Care Center at 1-866-764-8638 during business hours. Fees may be assessed for paper copies of transactions. Transactions involving your deposit account, including checking account stop payment requests, will be subject to the Account Agreement- Terms and Conditions and all other applicable agreements and policies of the Bank.

You have the right to withdraw your consent to receive account statements electronically at any time by discontinuing the eStatement Service through your Service settings. We retain the right to discontinue the eStatement Service at any time. Should your eStatement Service be discontinued, we will resume the paper delivery of your statements and other documents, as applicable, via the United States Postal Service to the most current address we have on file.

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in electronically delivered documents. One of the main security features for our eStatement Service is the unique combination of your User Name or User ID and Password. It is important that you protect the security of your User Name or User ID and Password by keeping them secret. By entering into this Agreement and using the eStatement Service, you agree to protect the security of your User Name or User ID and Password, and any other numbers, codes, PINs, security phrases, marks, signs, keys or other means of identification that may be developed or established by us from time to time for eStatement or Online Service users.

To receive your eStatement electronically, you will need access to a computer as set forth in Section 3 of this Agreement. The most recent version of Adobe Acrobat Reader® is required to open and view your eStatement(s) and notice(s).

Statements will be available for ninety (90) calendar days via the secure email to view, print or download and save to your personal computer. You may also access your eStatement online for eighteen (18) months. The period of availability begins on the date you are notified about the eStatements availability and not from the date you access such eStatement. You will need access to a printer or the ability to download and archive the document to your computer in order to keep copies for your records. You are responsible for providing us with updated information for electronic communication with you, including any changes in your email address or other information.

14. Additional Terms Applicable to Electronic Delivery of Tax Documents. By consenting to the electronic delivery of tax documentation through the online system, you affirmatively consent to the delivery of any tax forms and reports which we are required or permitted to deliver via electronic delivery, including but not limited to forms in the 1098 and 1099 series ("Tax Documents"). You will receive a paper copy of Tax Documents, unless you opt-out of paper delivery by changing your preferences under "Sign Up/Changes" on the Document link for that account. Each of the following applies to the electronic delivery of Tax Documents:

- **Paper Tax Documents Available; Not Required to Receive Electronically.** You are not required to electronically receive Tax Documents and you will receive a paper copy of the Tax Documents unless you affirmatively elect to receive the documents electronically by selecting Tax Documents under "Sign Up/Changes" on the Documents Page of the online system.
- **Withdrawal of Consent.** You may withdraw your consent to electronic delivery of Tax Documents at any time by unselecting Tax Documents under "Sign Up/Changes" on the Documents Page of the online system. You may also change your preferences regarding electronic delivery of Tax Documents from time

to time without withdrawing your consent. Withdrawal of consent to electronic delivery of Tax Documents will not include Tax Documents previously provided through electronic delivery; such Tax Documents may continue to be provided online for the applicable posting period. Upon your request, we will confirm your withdrawal request and the date on which it takes effect in writing (either electronically or on paper). If you withdraw your consent, we will send you paper copies of any additional Tax Documents we are required to provide.

- **Duration of Consent.** Your election to electronically receive Tax Documents allows us to use electronic delivery to deliver any Tax Document which we are legally permitted to provide to you now or at any time in the future until such time that you withdraw your consent.
- **Availability of Printed Copies.** You may receive a paper copy of any Tax Document free of charge by requesting a paper copy of such Tax Document by contacting Corpcom@CBNA.com, or by calling the Customer Care Center at 1-866-764-8638 during business hours. Requesting a paper copy of a Tax Document will not be treated as a withdrawal of your consent to receive electronic copies.
- **Time Period of Availability.** The delivery of Tax Documents through electronic delivery may be terminated at any time by us. Further, we may make certain Tax Documents available electronically only for a limited time. Currently, such period of time for most Tax Documents is from January 31st or February 15th, as applicable, of the relevant year until October 15th of such year. Certain Tax Documents may be available electronically for a longer time. Certain Tax Documents that are provided electronically may have to be printed out and attached to a federal, state or local income tax return.
- **Updating Your Information for Electronic Delivery.** If you need to update any information relevant to electronic delivery of Tax Documents, you may request that such information be updated by providing an updated email under “Email Settings” on the Document Page of the online system or by calling the Customer Care Center at 1-866-764-8638 during business hours.
- **Notification of Delivery.** We will notify you when each Tax Document is available electronically by sending you an email. We will notify you if we are unable to deliver any Tax Document electronically.
- **Hardware and Software Requirements.** A description of the hardware and software required to access, print, and retain Tax Documents are set forth in Section 3 of this Agreement. The most recent version of Adobe Acrobat Reader® is required to open and view your Tax Documents. If our hardware or software requirements change, we will notify you of the changes by amending this Agreement. Your continued use of the Services after receiving notice of the change is reaffirmation of your consent to receive the Tax Documents electronically. Please note that software that is not current (e.g., outdated Internet browsers or antivirus programs) may present higher security risks and may increase the risk of a potential loss to you.

15. Additional Terms Applicable to Financial Management Software Users. The Financial Management Software Service (“FMS Service”) allows you to use personal financial management software (“FMS Software”), such as Microsoft® Money, Quicken®, or QuickBooks®, to access the online system to access account information such as balance and transaction history. This section sets forth additional terms and conditions that apply whenever you use or permit any other person(s) or entity to use the FMS Service. The terms and conditions contained in this section are limited to use of the FMS Service, and do not include use of products and services directly accessible through the online system without the use of FMS Software. The Bank’s online system utilizes current releases of Microsoft® Money, Quicken® and QuickBooks®, as may be made available from time to time from the respective software manufacturer. You are responsible for obtaining and maintaining any software that is required for operation of the FMS Service.

The FMS Service. Information about activity is synchronized between your FMS Software and our website. You may access such information directly through the online system. Information via your FMS Software may differ from the information that is available directly through the online system. Information available directly through the online system may not be available via your FMS Software, may be described using different terminology, or may be more current than the information available via your FMS Software. The method of entering instructions via your FMS Software may also differ from the method of entering instructions directly through the online system. We are not responsible for such differences, whether or not attributable to your use of FMS Software.

Cancellation of Your FMS Service. You can cancel the FMS Service by calling the Customer Care Center at 1-866-764-8638 during business hours. When you call us, we may also require you to put your request in writing. When you cancel the FMS Service, you will no longer be able to access any of your FMS Service features via your FMS Software.

16. Additional Terms Applicable to Mobile Banking Services. Mobile Banking is a personal financial information management service (“Mobile Banking Services”) that allows you to access our online system and Services in a limited manner, including but not limited to, access account information, make payments to Payees you have previously established through our Services, process deposits remotely, and make transfers between your accounts that are available to you through the Services. We offer a Mobile Banking Service that you can access using your mobile devices. To access our Mobile Banking Service you must download the “CBNA” application from your mobile device’s application store. If you need assistance, please contact us by emailing Corpcom@CBNA.com, or by calling the Customer Care Center at 1-866-764-8638 during business hours. You must use a compatible and supported mobile phone and/or other compatible and supported wireless device. Use of the Mobile Banking Service indicates acceptance of terms and conditions set forth herein. We reserve the right to modify, change or upgrade the scope of the Mobile Banking Services without notice and at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not always be accessible or may have limited utility. Service may be limited over some mobile networks, such as while roaming. When you register for Mobile Banking, designated accounts and Payees linked to your Online Banking account will be accessible through the Mobile Banking Services.

Use of Services. You accept responsibility to understand the terms and conditions of this service and how to use Mobile Banking before you actually do so. You accept responsibility to know how to properly use your wireless device. In the event of modifications, changes or upgrades in the Mobile Banking Services or your devices, you are responsible for making sure that you understand how to use Mobile Banking and the device as modified. Without limiting your responsibilities under the Agreement, you are responsible for obtaining, installing, maintaining and operating all software, hardware, passwords or other equipment necessary to access and use the Mobile and Online Banking Services. This responsibility includes, without limitation, your use of up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware and Internet security software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your wireless device.

Consumer Use Only. The personal banking online system and the Mobile Banking Services are intended for individuals with consumer accounts as defined by Regulation E. Mobile Banking Services are only offered through the personal banking online system and are not intended for non-consumer accounts. You acknowledge that the Bank offers a Business Banking Service known as “Business Online” for non-consumer accounts which provides additional security features. Non-consumer customers who use the personal banking online system and the Mobile Banking Services authorize the Bank to accept fund transfer instructions affecting non-consumer accounts and do so at their own and sole risk. You acknowledge your responsibility for all funds transferred affecting your non-consumer accounts initiated using the personal banking online system and Mobile Banking Services. The Bank shall have no duty to verify the identity of the person or persons using your personal Online or mobile banking account to transfer funds and transact on your non-consumer account other than the standard authentication security procedures provided for our personal banking online system.

Relationship to Other Agreements. You agree that when you use Mobile Banking, except where expressly modified by this Agreement you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also understand and agree that you will continue to be subject to the terms and conditions of your agreements with any unaffiliated service providers, including but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier may impose data usage or text message charges for your use of or interaction with Mobile Banking, including receiving Mobile Banking text messages, or other use of your wireless device when using the products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your

carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking you will contact us directly.

Your Instructions through Mobile Banking. Instructions received by the Bank through the use of Mobile Banking, to transfer funds or make a payment of any kind, shall be deemed your authorization to the Bank to withdraw the funds from the designated account required to complete the transaction. You shall at all times indemnify, defend and hold the Bank harmless from and against all actions, proceedings, claims or loss, damage, costs and expenses (including reasonable attorney fees) which may be brought against the Bank or incurred by the Bank in connection with the instructions received by the Bank's system relating to your account.

Communications through Mobile Banking. You agree that we and our service providers may send you by e-mail, text and other methods, communications relating to Mobile Banking including without limitation welcome messages, information and requests for information relating to the use of Mobile Banking, as well as other permitted communications. You agree to use Mobile Banking carefully, to keep your Password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly, and to cancel your participation immediately in Mobile Banking should you observe any material errors in the Mobile Banking Services.

Termination of Mobile Banking Service. You may terminate your participation in the Mobile Banking Service by calling the Customer Care Center at 1-866-764-8638. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

17. Additional Terms Applicable to Mobile Deposit. The Bank offers a mobile deposit service ("Mobile Deposit Service") which is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to the Bank. Use of the Mobile Deposit Service indicates acceptance of terms and conditions set forth herein. The terms and conditions may be amended from time to time.

Limitation of Service. When using the Mobile Deposit Service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Mobile Deposit Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Mobile Deposit Services, in whole or in part, or your use of the Mobile Deposit Services, in whole or in part, immediately and at any time without prior notice to you.

Fees for Mobile Deposit Service. A fee may be charged for the Mobile Deposit Service and you are responsible for paying such fees. Any fee that is charged will be disclosed prior to your deposit. The Bank may change the fees for use of the Mobile Deposit Service at any time by posting the revised fees in accordance with the Account Agreement-Terms and Conditions. You authorize us to deduct any such fees from any Bank account in your name.

Eligible Items. You agree to scan and deposit only "checks" as that term is defined in the Federal Reserve's Regulation CC ("Reg. CC"). When the image of the check transmitted to the Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. Furthermore, you agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

1. Checks payable to any person or entity other than the person or entity that owns the account into which such check is being deposited.
2. Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
3. Checks payable jointly, unless deposited into an account in the name of all payees.
4. Checks previously converted to a substitute check, as defined in Reg. CC.
5. Checks drawn on a financial institution located outside the United States.
6. Checks that are remotely created checks, as defined in Reg. CC.

7. Checks not payable in United States currency.
8. Checks dated more than six (6) months prior to the date of deposit.
9. Checks or items prohibited by our current procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the terms of your account with the Bank.
10. Checks payable on sight or payable through Drafts, as defined in Reg. CC.
11. Checks with any endorsement on the back other than that specified in this Agreement.
12. Checks that have previously been submitted through the Mobile Deposit Service or through a remote deposit capture service offered at any other financial institution.
13. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

Endorsement and Procedures. You agree to restrictively endorse any item transmitted through the Mobile Deposit Service as “For deposit only through Mobile Deposit, account # _____” or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Service as we may establish from time to time, including that you will maintain your mobile deposits in safekeeping in order to prevent the checks from being endorsed, negotiated, or redeposited by others. The image of an item transmitted to us using the Mobile Deposit Service must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by us, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

Receipt of Items. The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the account agreement and other account documentation governing your account. We reserve the right to reject or suspend any item transmitted through the Mobile Deposit Service, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item previously deposited. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of any item.

Availability of Funds. You agree that items transmitted using the Mobile Deposit Service are not subject to the funds availability requirements of Reg. CC. In general, if an image of an item you transmit through the Mobile Deposit Service is received and accepted before 7:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Mobile Deposit Service will generally be made available on the business day following the day of deposit. Certain transactions may be suspended temporarily while a security review is performed. We will not be liable for any delays in posting caused by these reviews.

Disposal of Transmitted Items. Upon your receipt of a confirmation that we have received an image that you have transmitted, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to us upon request.

Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$2,500.00 per business day. In addition, the current monthly dollar limit is \$5,000.00 per any calendar month. The current daily item limit is 10 items. The current monthly item limit is 20 items.

Errors in Transmission. By using the Mobile Deposit Service you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

User Warranties and Indemnification for the Mobile Deposit Service. You warrant to us that: (a) you will only transmit eligible items; (b) you will not transmit duplicate items; (c) you will not re-deposit or re-present the original item; (d) all information you provide to us is accurate and true; (e) you will comply with this Agreement

and all applicable rules, laws and regulations; and (f) you are not aware of any factor which may impair the collectability of the item. You agree to indemnify and hold us harmless from any loss for breach of this warranty provision. Furthermore, you agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit Service in your possession and your records relating to such items and transmissions.

Termination of Mobile Deposit Service. You may terminate your participation in the Mobile Deposit Service by calling the Customer Care Center at 1-866-764-8638. We reserve the right to change or cancel the Mobile Deposit Service at any time without notice. We may also suspend your access to Mobile Deposit Service at any time without notice and for any reason, including but not limited to, your non-use of the Mobile Deposit Service. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Mobile Deposit Service. If you fail to use the Mobile Deposit Service for 180 days, the Bank may discontinue your access to the service.

18. Our Liability for Failure to Make Transfers or Payments (For Consumer Accounts Only). The Bank's liability for failure to make transfers or payments as defined in Regulation E applies to consumer accounts only. Please review the Electronic Fund Transfers Act Disclosure for additional information regarding your rights with respect to electronic payments and transfers. The Disclosure also sets forth the limitations on the Bank's liability for incomplete transactions.

19. Electronic Fund Transfers Disclosure (For Consumers Only). The Bank's Electronic Fund Transfers Act Disclosure governs the terms and conditions which will apply when consumers use the Bank's Electronic Fund Transfer (EFT) services. Federal regulations under Regulation E for electronic fund transfers apply only to consumer accounts. The primary objective of Regulation E is the protection of individual consumers engaging in electronic fund transfers and remittance transfers. Please review the Electronic Fund Transfers Act Disclosure for additional information regarding your rights, responsibilities, and liabilities while using EFT services.

20. Error Resolution (For Consumers Only). In case you have errors or questions about your electronic transactions, you should contact the Bank at 1-866-764-8638, Monday through Friday 8:00 a.m. to 6:00 p.m. or write us at Deposit Operations Department, 1 Tallman Road, Canton, New York 13617, or send us electronic mail at: Corpcom@CBNA.com, as soon as you can. Please review the Electronic Fund Transfers Act Disclosure for additional information regarding the error resolution process and important rights, responsibilities, limitations, and liabilities you have for reporting errors.

21. New Features; Modifications; Termination. We have the right to change this Agreement, and where required, we will notify you in writing by electronic mail or regular mail or by posting the updated terms on the online system at least 21 days before the effective date of any change that will:

1. increase any fees or charges or your liability;
2. reduce the electronic fund transfer services available to you; or
3. place stricter limits on the frequency of transactions.

No advance notice is required for changes that are necessary for security reasons. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

We reserve the right to, at any time, terminate any of the Services which are described herein, by giving you notice. You may at any time, terminate any of the Services to which you subscribe by giving us written notice. Termination will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event you wish to discontinue the Services, you must contact the Bank by either calling our Customer Care Center at 1-866-764-8638 or submitting your request in writing. Any written notice of service discontinuance must be supplied ten (10) days prior to the actual discontinuation date and must be sent to Community Bank, N.A., Attn: Customer Care Center, 1 Tallman Road, Canton, New York 13617. The Bank reserves the right to terminate use of the Services and this Agreement in whole or in part at any time, without prior notice. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

22. Limitation of Warranties and Liability; Disclaimer of Warranties

BECAUSE OF THE POSSIBILITY OF HUMAN AND MECHANICAL ERROR AS WELL AS OTHER FACTORS, THE ONLINE SYSTEM (INCLUDING ALL INFORMATION AND MATERIALS CONTAINED ON THE ONLINE SYSTEM) IS PROVIDED "AS IS" "AS AVAILABLE". THE BANK AND THIRD PARTY DATA PROVIDERS ARE NOT PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE ONLINE SYSTEM. THE BANK AND THIRD PARTY DATA PROVIDERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE ONLINE SYSTEM, 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 BANK WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THIS ONLINE SYSTEM, OR FOR THE INCOMPATIBILITY BETWEEN THIS ONLINE SYSTEM AND FILES AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM. NOR WILL THE BANK BE LIABLE FOR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND THE BANK'S CONTROL. NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING THE BANK'S RESPONSIBILITIES AND OBLIGATIONS TO CUSTOMERS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

UNDER NO CIRCUMSTANCES WILL THE 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 ONLINE SYSTEM OR ANY PORTION THEREOF, REGARDLESS OF WHETHER THE 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.

23. In the Event of a Dispute; Choice of Law; Entire Agreement. In the event of a dispute regarding the Services, you and the Bank agree to resolve the dispute pursuant to the terms of this Agreement and the Account Agreement- Terms and Conditions. The applicable law governing this Agreement is set forth in the Account Agreement-Terms and Conditions. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bank which supersedes any prior agreement, oral, or written, and any other communications between you and the Bank relating to the Services. If there is a conflict between what a Bank employee says and the terms of this Agreement, the terms of this Agreement shall control. This Agreement and any modifications published by the Bank regarding the Services constitute the entire and only agreement between you and the Bank with respect to the Services.

24. Assignment. You may not assign this Agreement to any other party. The Bank may assign this Agreement at any time to an affiliated company or successor. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

25. Headings. Headings are for reference purposes only.

26. Indemnification. You acknowledge and agree that you are personally responsible for your conduct while using the online system and agree to indemnify and hold us and our officers, directors, employees, agents, affiliates and service providers harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the online system by anyone using your User Name or User ID, Password, account number, or PIN or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights and infringement). Your obligation under this paragraph shall survive termination of this Agreement.

27. Confidentiality. We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or Merchant;
3. In order to comply with government agency or court orders;

4. If you give us written permission; or
5. As explained in the separate Privacy Disclosure or as permitted by law.

28. Other Agreements. In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with the Services which may be accessed via the online system, including, but not limited to all account agreements, end user license agreements, and with applicable state and federal laws and regulations. To the extent there is a conflict between the terms of this Agreement and your applicable account agreement with us, the terms of your account agreement will control except as may be otherwise stated herein.

29. Authorization to Obtain Credit Reports and Other Information. You authorize us to check your account, credit, and employment history and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

30. Ownership and License. You agree that the Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (a) in any anti-competitive manner, (b) for any purpose which would be contrary to the Bank's business interest, or (c) to the Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

31. ARBITRATION AND WAIVER OF CLASS ACTION

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION, OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.

You and the Bank agree that any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Bank has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Bank (hereafter referred to as the "Claims") will be governed by this provision. You agree that any and all Claims that are threatened, made, filed or initiated after this Arbitration and Waiver of Class Action provision ("Arbitration Provision") has taken effect, even if the Claims arise out of, affect or relate to conduct that occurred prior to the effective date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any Bank branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).** The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration. This Arbitration Provision shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Provision does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity

from seeking relief on your behalf. This Arbitration Provision shall survive closure of your account or termination of all business with the Bank.

Selection of Arbitrator. The Claims shall be resolved by a single neutral arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Provision, this Arbitration Provision shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

Arbitration Proceedings. The arbitration shall be conducted within 50 miles of the branch where your account was opened or currently maintained by the Bank. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. All statute of limitations, defenses and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. The Arbitrator's award is final and binding and can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Bank shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless you prevail on your Claim and fees are awarded to you in the arbitration, in which case, we will pay your attorneys' fees. Conversely, if the Bank prevails, then you will not be required to pay its attorneys' fees and costs. Nothing contained in this Arbitration Provision shall prevent either you or the Bank from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. The Bank also retains the right and option to exercise our right of set off under applicable law or contract and to exercise judicial remedies to enforce any monetary obligations incurred in connection with your accounts.

Any determination as to whether this Arbitration Provision is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT OR A CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION.

Jury Trial Waiver. SUBJECT TO APPLICABLE LAW, YOU AND WE AGREE TO WAIVE AND GIVE UP OUR RIGHTS TO A TRIAL BEFORE A JURY.

Severability. In the event the Class Action Waiver in this Arbitration Provision is found to be unenforceable for any reason, the remainder of this Arbitration Provision shall also be unenforceable. If any provision in this Arbitration Provision, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.