

## 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 tab within the Online Banking. We may amend this document from time to time and you should review it regularly. To print this document, select File, and Print from the menubar .

This Agreement governs your use of the Online Banking services and other Internet-based financial services which are offered now or in the future (the “Services”) by Community Bank, N.A. (the “Bank”) through its online system (“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”, “your” and “yours” means each person who has an interest in an account or other relationship which is accessible through the Services and any person authorized to use a Service; (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 regulation. 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.

**4. User Responsibilities; Passwords.** The Bank is entitled to act upon instructions received with respect to any Service under your user identification (“Online Banking 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 require that you change your password at least every 180 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 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@communitybankna.com](mailto:Corpcom@communitybankna.com) or by calling our Electronic Banking Help Desk at 1-866-764-8638 during regular 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 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 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 ID and Password will be established, (b) that the 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 this Service, 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 for 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; (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 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 Interbank Transfer Service.** In connection with our online system, you may separately enroll for the Interbank Transfer Service ("Interbank Transfer Service"). Our Interbank Transfer Service is currently offered at no charge and is not available for non-consumer customers. The Interbank Transfer Service allows you to transfer funds between your deposit accounts at the Bank, and deposit accounts at other financial institutions. The Interbank 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 non-Bank account that you wish to use for this Interbank Transfer Service, and you can enroll up to a maximum of two accounts. 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 Interbank Transfer Service. You will have 7 days after enrolling an account to complete the verification process. Verification instructions are displayed to you 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 interbank 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 other 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. If the transfer status is "In Process" or "Processed," you cannot cancel the transfer. 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 Interbank Transfer Service. We may change your dollar limits and transfer limits at any time.

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 Interbank 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 Interbank 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 Interbank 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 Interbank 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 Interbank 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 users valid credentials. Additional terms and conditions specific to this Service must be agreed to upon enrollment in the Interbank Transfer Service.

**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 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 federal regulations require us to limit the number and types of transfers from those types of accounts. 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 want, 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 give us authorization to follow the payment instructions which you provide to us. 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.

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 Standard 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 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> 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 with it 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.

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 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 ID and Password. In the event that you believe you have experienced unauthorized access to the Bill Payment Service, notifying us immediately at 866-764-8638 of the unauthorized access, identifying any Payments made or potential Payments scheduled, and changing your User ID and Password is the best way of reducing 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.  
Electronic Banking Department  
1 Tallman Road  
Canton, New York 13617

We are not responsible for any fixed Payment made before we have a reasonable opportunity to act on your termination 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 which 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 ID and password. You may also access your statement or notice after you log in to the Service by selecting the “eStatements” tab, then clicking on “Statements and Notices.” 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, Funds Availability Disclosures, and Initial and Annual Privacy Notices. Certain notices, including amendments to this Agreement, may be posted on the Services’ website or at [www.communitybankna.com](http://www.communitybankna.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@communitybankna.com](mailto:Corpcom@communitybankna.com), or by call our Electronic Banking Help Desk at 1-866-764-8638 during regular 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 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 the electronically delivered documents. One of the main security features for our eStatement Service is the unique combination of your User ID and Password. It is important that you protect the security of your 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 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 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 eStatement’s 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 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 1-866-764-8638 during regular 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.

**15. 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 Mobile" application from your mobile device's application store. If you need assistance, please contact our Electronic Banking Department by emailing Corpcom@communitybankna.com, or by calling our Electronic Banking Help Desk at 1-866-764-8638 during regular 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 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 us at 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.

**16. 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. If you fail to use the Mobile Deposit Service for 180 days, the Bank may discontinue your access to the service.

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 on our website and changes will be effective on the earlier of your continued use of the service or 30 days after the change. 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 Remote Deposit Capture 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 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 Remote Deposit Capture Service are not subject to the funds availability requirements of Reg. CC. In general, if an image of an item you transmit through the Remote Deposit Capture 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 Remote Deposit Capture Service will generally be made available on the business day following the day of deposit.

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 Addendum, 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 us at 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.

**17. 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. As a consumer customer, when you instruct us to transfer funds between your accounts or make a Payment on your behalf, you authorize us to withdraw the necessary funds from the specified account. If the Bank does not complete a transfer or payment, to or from your account on time or in the correct amount according to our account agreement (including all rules and regulations governing your account), we will be liable for losses up to the amount of the transfer subject to the limitations set forth in the agreements with the Bank and other applicable rules and regulations. The Bank will not be liable for, including but not limited to, the following:

1. If you do not have enough money in your account to complete the transfer;
2. If the transaction would go over the credit limit on your Bank line of credit or overdraft protection (if any);
3. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite our reasonable efforts;
4. If the funds in the account are subject to legal process or other encumbrance restricting such transfer;
5. If the Bank's online system was not working properly due to the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes, or other system problems;
6. If there is an allegation of fraudulent activity concerning the account;
7. If other rules, regulations, or agreements of the Bank, so provide;

8. If transaction instructions are not actually received by the Bank, we may not be held accountable for any loss resulting from the delay or failure to transmit instructions arising from user error, malfunction of equipment, natural impediments, and/or accurate or incomplete information;
9. You have reported that the security of your account has been breached;
10. Your Service has been canceled; or
11. Limitations on liability contained in other terms and conditions governing your specific type of account or service.

**18. Electronic Fund Transfers Disclosure (For Consumers Only).** 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.

Statements. You will get a monthly account statement. However, with respect to savings accounts, if there are no electronic funds transfers in a particular month, you will not get a statement monthly. However, you will get a statement at least quarterly. You may also confirm transactions with your account by viewing your accounts online on an ongoing periodic basis.

Stopping Payments. If the Bank agreed in advance to make regular Payments out of your account, you can order us to stop any of these Payments by calling us, writing us, or sending us electronic mail at least three (3) Business Days before the Payment is due to be made. If you give us this notice in less than the required time, the Bank may, at its discretion, honor your request, but it is not obligated to do so. If you place your stop payment order by telephone, we will also require you to put your request in writing, or electronic mail, and get it to us within 14 days after your call. Otherwise your oral request will expire. Unless you tell us that all future payments to that recipient are to be stopped, we will treat your stop payment as a request concerning the one particular Payment only. If you wish to stop all future Payments to that recipient, you must revoke the authorization you gave to that party to transfer funds from your account and provide us with a copy of your signed revocation. We may charge you a fee pursuant to our Fee Schedule for each stop payment order you give us. If you change your instructions after the stop payment order is on file, we may charge you a fee to cancel it.

To place or cancel a stop payment order, call us or write us at the following address and telephone:

Community Bank, N.A.  
Attention: EFT  
1 Tallman Road  
Canton, New York 13617  
800-835-2993, Extension 4530  
Monday through Friday - 8:30 a.m. to 4:30 p.m.

*The Bank's liability for Failure to Stop Payment.* If you tell us to stop a pre-authorized transfer from your account and do so at least three Business Days before the transfer is scheduled, and we do not do so, we will be liable for any direct losses or damages you can prove.

**19. 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@communitybankna.com, as soon as you can. If you tell us within two (2) Business Days after you discover your Password has been lost or stolen, you can lose no more than \$50.00 if someone uses your Password without your permission. If you do not tell us within (2) Business Days after you learn of the loss or theft of your Password and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

The Bank must hear from you within 60 days after the FIRST statement on which the problem appeared was sent to you. Please tell us your name and account number, describe the error or the transfer you are unsure about, and explain why you believe there is an error and tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) Business Days.

If your statement shows transfers that you did not authorize, and you tell us about the unauthorized transfer within 60 days after the statement was sent to you, you will be liable for the lesser of \$50.00 or the amount of any unauthorized transfer that appears on the statement or that occurs during the 60-day period. Also, you may not get any money back for transfers that occur after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

The Bank will tell you the result of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions. If we decide to do so, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

**20. 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 electronic fund services to which you subscribe by giving us written notice. Termination will not affect any of our rights or your obligations arising under this disclosure prior to termination.

In the event you wish to discontinue the Services, you must contact the Bank in writing. 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: Electronic Banking Department, 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.

## **21. 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.

**22. In the Event of a Dispute; Entire Agreement.** In the event of a dispute regarding the Services, you and the Bank agree to resolve the dispute by looking to this Agreement. 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 subject matter of this Agreement. 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.

**23. 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.

**24. General.** This Agreement shall be governed in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of New York without regard to its choice of law provisions. If any part of this Agreement is determined by a court to be invalid, the rest will remain in effect. Such unenforceable provisions shall be construed, to the extent possible, to reflect the intentions of the parties. Captions are for reference purposes only.

**25. 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 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.

**26. 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

**27. Other Rules.** The terms and conditions of the deposit agreements for each of your accounts, as well as any other agreements with the Bank, continue to apply and nothing in this Agreement shall be construed as modifying any of those agreements.

**28. 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.

**29. 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 (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Bank's business interest, or (iii) 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.