



ELECTRONIC FUND TRANSFERS ACT DISCLOSURE

INTRODUCTION

This section addresses the terms and conditions which will apply when you use the Bank's Electronic Fund Transfer (EFT) services. It also explains your liability in using these services. All other terms and conditions for your account will also apply.

This disclosure statement is provided to you pursuant to Federal regulations. It summarizes the rights and responsibilities of both you and the Bank under the Electronic Funds Transfer Act when you conduct an electronic fund transfer. An electronic fund transfer is defined as any transfer of funds from or to a deposit account through use of a telephone, computer, an automated teller machine (ATM), a point of sale terminal (POS), mobile device, or a point of banking terminal (POB).

The words "you" and "your" mean any customer of Community Bank, N.A., who contracts to use electronic fund transfer services provided by the Bank. The words "we", "us", "our", or "Bank" refer to Community Bank, N.A. The word "pin" means personal identification number. The term "card" includes any access device provided by the Bank with which to affect an electronic fund transfer.

RULES

This means the Bank's rules for its accounts, including those rules about the use of Electronic Fund Transfer services.

AGREEMENTS

When you use our Electronic Fund Transfer services you give us the right to obtain payment of any funds you may owe us as a result of the transaction. Such payment may be obtained from funds you have on deposit with us.

This is in addition to any other rights we may have. Regardless of any other agreement you have with us, use of your Card is not secured by any real or personal property.

A Card and PIN will be issued upon your request. Without the Card and PIN you will be unable to use our electronic banking locations.

By requesting a Card, you agree to be bound by the terms and conditions listed in this Disclosure Statement.

You agree to maintain sufficient collected funds in your account to cover any electronic withdrawals or payments. If you do not have sufficient funds in your account, there may be a charge for each transaction that we are unable to process. You agree to be personally responsible for all charges incurred by use of your Card, including any overdrafts. An overdraft may result in cancellation of this agreement and your account.

CARD SERVICES:

ACCESS

You may use your Card and PIN for the following transactions to/from one checking account, and/or one statement savings account and/or one money market account:

- Balance Inquiries
- Cash Withdrawals
- Deposits at any ATM owned by us (proprietary ATM)
- Fund Transfers Between Accounts
- Pay For Purchases At POS Locations

LIMITATIONS ON ATM WITHDRAWALS

ATM CARDS:

Our Bank limits customers to \$500.00 in cash withdrawals at ATM machines each processing day*.

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(pcform)

DEBIT CARDS:

Our Bank limits customers to \$2,500.00 (dollars) in POS transactions each processing day*. **Please note the POS limit for customers that do not reside in the U.S. is \$500.00 per processing day*.**

Our Bank limits customers to \$500.00 in cash withdrawals from our ATMs each processing day*.

*** The Bank's Processing Day extends from midnight (EST) to midnight of the following day.**

Passbook savings account rules prohibit preauthorized withdrawals or transfers from the account. ATM withdrawals are not permitted.

There may be different or additional limits on the amount of cash you can receive at an EFT Facility not operated by us. Also, deposits may not be made at a Facility not operated by us.

CHARGES FOR EFT SERVICES:

A fee will be charged for transactions conducted at an ATM which we do not own (non-proprietary ATMs). There may be a service fee imposed per month.

There will also be a fee per inquiry imposed.

DOCUMENTATION OF TERMINAL TRANSACTIONS RECEIPTS

You can get a receipt at the time you perform any transaction to or from your account when using one of our Automated Teller Machines (ATM).

STATEMENTS

You will get a monthly statement unless there are no EFT transactions in a particular month. In any case, you will get the statement at least quarterly.

For accounts where the only possible EFTs are preauthorized credits, you will receive an account statement at least quarterly.

For passbook savings accounts, if you bring your passbook to us we will record an electronic deposit that we made to your account since the last time you brought in your passbook.

PRE-AUTHORIZED TRANSFERS

If you have arranged to have regularly scheduled (at least once every 60 days) electronic transfers to or from your account by the government or the same person or company, you can call our telephone-banking line at **1-800-991-4280**, to find out if the transfer was made. For Social Security

payments, please call us on or after the third of the month, to confirm that that month's payment has been received. (If the third of the month is a Saturday, Sunday or legal holiday you may call the prior business day.)

OWNER'S LIABILITY FOR TRANSACTIONS BY ALL CARDHOLDERS

The Owner of an account is fully responsible for all transactions processed by or permitted by anyone who is a Cardholder. Cardholders are separately responsible for whatever transactions they make or permit someone to make.

CARDHOLDER'S LIABILITY FOR UNAUTHORIZED USE OF CARD

You should notify us AT ONCE if you believe your Card is lost or stolen, or your PIN is known to someone other than yourself, and/or you believe someone has transferred or may transfer money from your account without your permission. Telephoning is the best way to keep your losses down. You could lose all of the money in your account plus the maximum amount of credit available in your line of credit. If you notify us within two business days after you learn of the loss or theft of your **ATM card**, \$50 is the maximum you can lose if someone uses your Card or PIN without your permission. If you do not notify us within two business days and we prove that we could have stopped someone from using the Card or PIN if you had told us, you can lose as much as \$500. When you notify the Bank that your **Debit Card** has been lost or stolen, you will not be held liable for any of the unauthorized transactions; unless the Bank can prove that you have committed fraud.

If your statement shows transfers that you did not authorize, tell us AT ONCE. If you do not tell us about an unauthorized transfer within 60 days after the statement was mailed to you, you will be liable for the lesser of \$50 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.

If a good reason (such as a long trip or a hospital stay) kept you from telling us that your Card or PIN had been lost or stolen, or that a transfer occurred without your permission, we may extend the time periods.

REPORTING LOST OR STOLEN CARDS

ATM CARDS:

If you believe your ATM Card is lost or stolen, or your PIN is known to someone other than yourself, and/or you believe someone has transferred or may transfer money from your account without your permission, you should notify us AT ONCE by calling or writing:

Community Bank, N.A

Attention: EFT

45-49 Court Street

Canton, N.Y. 13617

1-866-764-8638

Monday through Friday - 8:00 a.m. to 6:00 p.m.

You must contact your local COMMUNITY BANK, N.A. office to report any unauthorized use of your ATM Card.

DEBIT CARD:

If you believe your Debit Card is lost or stolen, or your PIN is known to someone other than yourself, and/or you believe someone has transferred or may transfer money from your account without your permission, you should notify us AT ONCE by calling:

866-764-8638

You must report any unauthorized use of your Debit Card to your local COMMUNITY BANK, N.A. office.

Business Days: Our business days are Monday - Friday. Federal Holidays are not included.

ERRORS, OMISSIONS OR QUESTIONS

If you believe there is an error or omission on your statement or receipt or if you need more information about a transfer listed on the statement or receipt, call or write us at: the address & telephone number listed above.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. When you call or write, you must tell us:

- a. Your name and account number,
- b. The error or transfer you are unsure about, and why you believe it is an error or why you need more information, and
- c. The dollar amount of the suspected error.

If you tell us orally, we may require that you also send us your complaint or question in writing within 10 business days.

TRANSACTIONS INITIATED IN THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS, OR THE COMMONWEALTH OF PUERTO RICO

We will tell you the results of our investigation within 10 business days after we hear from you and will promptly correct any errors. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide we need to take this additional time, we will conditionally credit your account for the disputed amount within 10 business days, so that you have use of the money while we are completing our investigation.

ALL POINT OF SALE (POS) TRANSACTIONS

We will tell you the results of our investigations within 10 business days after we hear from you and will promptly correct any errors. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide we need to take this additional time, we will conditionally credit your account for the disputed amount within 10 business days, so that you have use of the money while we are completing our investigation.

ALL TRANSACTIONS

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. If we decide there was no error, we will send you a written explanation within three business days after we finish our investigation. You can request copies of documents we use for our investigation. The Bank's record of your account is the one that will be binding if there is a difference between the Bank's record and your statement to us.

THIRD PARTY DISCLOSURE

We may disclose information about your account or transactions to third parties in the following circumstances:

- When it is necessary to complete transactions or resolve errors involving your account; or
- To verify the existence and condition of your account to third parties such as a credit bureau or merchant; or
- To comply with legal process, such as orders or subpoenas from government agencies or courts; or

- When you give your written permission to us or to the person asking for the information.

FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSFER

The Bank will make every effort to assure that your deposits, transfers and withdrawals are made quickly and correctly. If you request that we automatically transfer funds on a specific date, we will make one attempt to electronically transfer the funds on that date. If sufficient funds are not available, the transfer will not be completed.

If we do not complete a transfer to or from your accounts on time or in the right amount, according to our agreement with you, we are liable for your losses or damages (as provided by law). However there are some exceptions. We will not be liable, for instance, if:

- We do not receive sufficient information to complete the transaction.
- Through no fault of ours your account does not contain enough available funds to complete the transaction.
- Your account has been closed.
- Some other problem prevents us from completing the transaction the way you requested, and we are able to correct the problem and complete the transaction later.
- Your Card or PIN was reported lost or stolen.
- The ATM you are making the withdrawal at does not have enough cash.
- The ATM or our computer system was not working properly and you knew that when you started the transaction.
- Circumstances beyond our control (such as fire, flood, labor dispute, power or computer failure) prevent us from completing the transaction, despite reasonable precautions we have taken.
- Your Card and ATM privileges have been canceled.
- The transfer would exceed your credit limit on your line of credit.
- There are other instructions outlined in any agreement between the Bank and you.

STOPPING PAYMENTS

YOUR RIGHT TO STOP PAYMENT AND HOW TO DO IT

If we agreed in advance to make regular payments out of your account, you can order us to stop any of these payments by calling us or writing us 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 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 for each stop payment order you give us. If you change your mind 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 address & telephone number listed under the Lost/Stolen Cards section.

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.

NOTICE OF VARYING AMOUNTS

If the pre-authorized payments out of your account will vary in amount, the person you are going to pay will tell you when the payment will be made and how much the payment will be. You will receive this information 10 days before each payment is due. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

FUTURE CHANGES AND CANCELLATIONS

We have the right to change this Agreement, and will notify you in writing 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;
- 3) Place stricter limits on the frequency of transactions;
- 4) Decrease the daily maximum cash you can withdraw in a day.

No advance notice is required for changes that are necessary for security reasons.

OVERPAYMENT

If funds to which you are not legally entitled are deposited into your account by mistake or otherwise, you agree that such amounts are debits owing from you to us and you authorize us to set off such amounts from the account or any other account you have with us to the extent permitted by law. We can do this without giving you any prior notice or demand.

TERMINATION

We reserve the right to, at any time; terminate any of the electronic fund services which are described herein, by giving you written 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.

OWNERSHIP

Cards are the property of the Bank and are made available, along with the ATM's, as a service to our customers. If we request return of any Cards issued to you, you are required to return them immediately. We have the right to cancel your Card and privileges or this agreement at any time without advance notice to you.

FEES

The following are fees related to EFT transactions:

ATM Cards:

ATM Withdrawal Fee	\$2.00 Per Withdrawal at a non-proprietary ATM *
ATM Inquiry Fee	\$1.00 Per Inquiry at a Non-Proprietary ATM
ATM Balance Transfer	\$2.00 Per Transfer at Non-Proprietary ATM
Replacement PIN#	\$5.00 Per PIN#
Lost/Stolen Card	\$7.50 Per card
POS Transaction	\$1.00 Per transaction
International Service Fee	1 % of transaction amount for International Transactions**

Debit Cards:

ATM Withdrawal Fee	\$2.00 Per Withdrawal at a Non-Proprietary ATM *
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ATM Inquiry Fee	\$1.00 Per Inquiry at a Non-Proprietary ATM
ATM Balance Transfer	\$2.00 Per Transfer at Non-Proprietary ATMs
Replacement PIN#	\$5.00 Per PIN #
Lost/Stolen Card	\$7.50 Per card
International Service Fee	1% of transaction amount for International Transactions**

* A Non-Proprietary ATM is an ATM not owned by Community Bank, N.A.

** International Transactions include internet transactions initiated in the US with a merchant who processes the transaction in a foreign country.

NOTICE REGARDING ATM

WITHDRAWALS AND FEES: For the avoidance of doubt an ATM Inquiry, ATM Balance Transfer, and an ATM Withdrawal are each separate transactions that will each generate separate Fees.

NOTICE REGARDING ATM FEES BY

OTHERS: If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

INTERNATIONAL TRANSACTIONS

The exchange rate used for processing international transactions is selected by Visa from a range of rates available for the applicable central processing date, or it may be a government-mandated rate in effect for the applicable central processing date. See the fee chart above for international service fee associated with such transactions.