

# Online Banking Services Agreement

## Personal Accounts

Updated April 7, 2017

### **Agreement**

This Agreement describes your rights and obligations as a user of the Online Internet Banking service, the Bill Payment Service, the Mobile Banking service, and/or the e-Statement service. This agreement is a contract establishing the rules that cover your electronic access to your account(s) through all online channels. Please read this document carefully and we encourage you to print and retain a copy of this agreement for your records. By accessing these services you agree to abide by the terms and conditions of this Agreement, which are in addition to the terms and conditions in our deposit agreements.

### **Definitions**

For the purpose of this Agreement, the term "we," "us," "our," or "BANK" refers to Chemung Canal Trust Company and/or Chemung Canal Trust Company DBA Capital Bank, A Division of Chemung Canal Trust Company. "You" or "Your" shall refer to each and all owners on an account who signs up for the services provided herein ("Online Banking Services"). All references to time of day in this Agreement refer to local time of BANK. The term "business day" shall mean every day except Saturdays, Sundays and federal holidays. The term "Agreement" refers to the Online Banking Services Agreement. ***The applicable "Understanding Your Personal Deposit Account" and supplemental disclosures you received upon the opening of existing accounts continue to govern each of your deposit accounts.***

### **Account Access**

In order to register for the Online Banking service, you must maintain at least one of the following types of accounts at the BANK: Personal Checking, Savings, Insured Money Market, Certificate of Deposit, Mortgage or Home Equity Loan, and/or a Consumer loan. You agree to maintain sufficient funds in each account accessible via Online Banking Services to cover all transfers or other entries initiated by you and affecting the account. You agree to designate one of your accounts with the BANK as its "primary account" for Online Banking Services and you authorize the BANK to debit the primary account (or any other account maintained by you at the BANK) for any fees or other amounts due the BANK in connection with Online Banking Services.

### **Joint Ownership**

The Online Banking Services Agreement definition of "You" means each signer on an account. The terms of the Agreement extend to all signers on the account(s) you are accessing through Online Banking Services. Each signer on account is assigned a unique Online Banking Services password. Since joint signers on an account share the responsibilities with all signers on the account, the terms and conditions of this Agreement apply to all signers.

## **I. INTERNET BANKING**

After you successfully register for Online Banking, you will have access to your eligible accounts and/or loans. You will have the ability to view balances, transactions, check images and previous account statements, and conduct transfers between eligible accounts. The ability to establish alerts, enroll in the Bill Pay service, and enrollment into the Mobile Banking service are also features that can be utilized after the initial enrollment has been completed.

### **Equipment and Software**

#### **Requirements**

In order to access your accounts through Online Banking Services you must have an account with the BANK. You must obtain and maintain access to the internet to utilize Online Banking Services. You will be responsible for acquiring, maintaining and operating all equipment, including hardware, software and communications equipment and lines. Requirements for Online Banking Services are as follows:

#### **Hardware:**

- Monitor resolution of 1024 x 768 (or greater)

- Access to the Internet through an Internet Service Provider selected by you

#### **Software:**

*All operating systems and browsers must support TLS 1.2 or higher*

- An Operating System consisting of one of the following options:
  - Microsoft Windows 7 (or higher)
  - Microsoft Edge
  - Mac OS 10.5 (or higher)
- An Internet Browser consisting of one of the following options:
  - Microsoft Internet Explorer 9 (or higher)
  - Firefox 27 (or higher)
  - Safari 5 (or higher)
  - Google Chrome 38 (or higher)

#### **Responsibility**

You are solely responsible for the maintenance, installation, and operation of your computer, and for the hardware and software used in accessing Online Banking Services. We are not responsible for any errors, delays, or your inability to access Online Banking Services caused by your equipment or that of your Internet Service Provider. We are not responsible for the cost of upgrading equipment to stay current with Online Banking Services nor are we responsible, under any circumstances, for any damage to your equipment or the equipment of your Internet Service Provider or the data resident thereon while using Online Banking Services.

**Except as specifically provided in this Agreement, or to the extent applicable the law requires a different standard, we will NOT be responsible for any liability, loss, injury or damage (whether direct, indirect, special, consequential or punitive) in any way arising out of (A) any failure or malfunction of, or any compromise of data sent to us using any telephone, internet access or other service you use to connect to the Online Banking Service, (B) Any virus or similar problem resulting from the use of the Internet Banking Service, or (C) Any error in the installation, maintenance, operation or use of, or any configuration problem or incompatibility, of such computer, related equipment or software.**

#### **Security**

We are committed to protecting the security and confidentiality of your account information. We use several different methods to protect your information:

- You can only access Online Banking with an internet browser that uses 128-bit encryption
- We utilize a Transport Layer Security (TLS) protocol that ensures that a connection to a remote endpoint is securely encrypted in order to provide privacy and data integrity.
- You must have a valid Access ID and strong Password to log in
- We utilize a Multi Factor Authentication process, including a device check, security questions, and we also confirm geographical indicators as where you are logging in from. This creates a layered defense against unauthorized access to your account information
- All account number information is masked and non-public information can not be accessed through Online Banking
- If no action is taken for a period of time, you will automatically be logged off Online Banking
- For your protection, we may temporarily suspend access to Online Banking for any reason, including inactivity

#### **Access ID and Password**

##### **Requirements**

For your protection, your password must be a minimum of 8 alphanumeric characters, a maximum of 17 characters. Your password must utilize at least one (1) upper case alpha, one (1) lower case alpha and one (1) numeric character for purposes of security. You accept responsibility for the confidentiality and security of your password and agree to change

your password regularly. We recommend you change your password frequently, and immediately if you believe that your password has been compromised.

Passwords are unique to each user accessing Online Banking Services. For joint and multiple signer accounts, each signer must create a unique password and is responsible for the confidentiality of their individual password. Access IDs and passwords must never be compromised or shared with any other person.

For purposes of security, we recommend that you create a password that does not include well-known information, predictable phrases, or be associated with any commonly known personal identification, such as address, date of birth, names of children, or spouse. Your password should be memorized rather than written down. Notify us immediately if you have lost your password or if you think someone else may have it, so we can take the appropriate action to protect your information.

### **User Responsibilities**

If you give someone your access ID and password, you are authorizing that person to use Online Banking Services on your behalf, and you are responsible for all transactions the person performs using your access ID and password. All transactions that person performs, even those transactions you did not intend or want performed, are considered authorized. If you notify us that the person is no longer authorized, then transactions that person performs after you notify us and we have a reasonable period to act are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

If you fail to maintain security of your Access ID and password and the BANK suffers a loss, we reserve the right to terminate the Online Banking service to you under this agreement and disclosure. The BANK will not be responsible for any losses you suffer due to your failure to maintain the security of your Access ID and password. You understand your role in preventing misuse of your accounts and you agree to promptly examine your statement for each bank account as soon as you can access it.

### **By accessing Online Banking you agree to the following:**

- Never leave your computer unattended while using Online Banking
- Never leave your account information displayed where it may be viewed by others
- Always exit the Online Banking service by utilizing the Log Off option
- Continually examine your statement and transaction activity on all accounts
- Notify our customer service Call Center at (800) 836-3711, immediately if you suspect unauthorized access to Online Banking

***All clients are required to have and maintain up-to-date anti-virus and anti-spyware protection on all devices that are used to access this application. This would include, but is not limited to, a personal computer or laptop, office or business computer, and any mobile device or tablet.***

## **II. Bill Payment Service**

If you choose to enroll in the Bill Pay service you will have the ability to make safe and secure payments to a business or an individual, set up payment reminders that notify you of an upcoming bill that is due, establish recurring payments for payments that do not change from month to month, and utilize the eBill service to receive your monthly bill statements electronically.

### **Terms and Conditions of the Bill Delivery and Payment Service**

The following link provides additional terms and conditions related to the services provided through the CHECKFREE Universal Payment Network. This agreement covers all services within the bill payment service such as the bill payment module, E Bill statement delivery and the personal payment service, Popmoney. Such additional terms and conditions will apply only if you initiate action within the Online Bill Pay Service: [View Online Payments Terms and Conditions.](#)

## **Bill Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period

## **Service Guarantee**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting Bill Payments by the Payee or financial institutions, some Bill Payment transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its Due Date as long as the Bill Payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

## **Payment Cancellation Requests**

If a payment is scheduled to occur from a checking account, you may cancel or edit the Scheduled Payment by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment that has been established to pay from a checking account. Once the Service has begun processing any Bill Payment, it cannot be cancelled or edited; therefore a stop payment request must be submitted.

## **Stop Payment Requests**

The Service's ability to process a stop payment request will depend on the Bill Payment method and whether or not a Bill Payment has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a Bill Payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact customer service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

## **Your Liability for Unauthorized Transfers**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## **Prohibited and Exception Payments**

Payments to Billers outside of the United States or its territories are prohibited by the Service. Tax payments and court ordered payments may be scheduled through the service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee is void when these types of payments are scheduled through the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment.

## **E Bills**

Receive E Bills online rather than through the mail. They're green, more convenient, more secure and easier to manage. Reminders can be created within the Service that can notify you by email, when you receive a bill or when it's due, to help ensure the bill is paid timely. If you elect to activate the Service's electronic bill option, you agree to the following:

- Provide any and all updated information to the biller. Personal information such as name, address, phone numbers, or email addresses must be provided directly to the biller and is not able to be updated through the Service.

- Upon activation of the electronic bill feature, the presentment of your first electronic bill may take up to 60 days based on the billing cycle. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current
- In the event you do not receive an email notification, it is your responsibility to log on to the Service and check the delivery of electronic bills. You agree to hold the Service harmless should the biller fail to deliver your statement, and you are responsible for ensuring timely payment of all bills.
- The Service is not responsible for the accuracy of your electronic bills. The Service is only responsible for presenting the information we receive from the biller. It is your responsibility to address any discrepancies regarding the accuracy of your electronic bill with the Biller directly.

### **Popmoney**

Popmoney is a personal payment service that enables you to send money to individuals in as little as one business day. When you activate this Service you have the ability to (a) initiate a one-time payment instruction to a receiver in which processing will be initiated immediately, (b) initiate a one-time payment instruction to a receiver in which processing will be initiated at a later specified date, and (c) initiate a recurring series of payment instructions to a receiver in which processing will be initiated on the specified dates.

When you are enrolled in the Bill Pay Service you are able to activate this secure payment feature and you agree to the following terms and conditions of this service:

- It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account information, payment instructions, or contact information.
- By providing us with a telephone number (including a wireless or mobile phone and/or email address), you consent to receiving calls from us at the number provided or emails from us for verification of account, information, or identity purposes.
- You agree to review all of your Popmoney transaction history on a regular basis by logging into the service for transaction verification. You agree to utilize this method of verification instead of receiving receipts or periodic statements in the mail for verification purposes.
- You are prohibited from using this Service for communications or activities that violate the conditions set in the Terms of Use section of the Service Agreement.
- You understand that there are limits on the amount of money you can send through the Service. Your limits may be adjusted at the sole discretion of the Service Provider. You may log into the site to view your individual transaction limits.
- You understand that the sender may cancel the initiation of payment instruction or stop a payment instruction at any time until the eligible transaction has been processed into the receiver's account. Any payment not claimed by a receiver will automatically be cancelled 10 days after the processing of the payment begins.
- You agree that you will not hold us liable for any damages resulting from a receiver's decision to accept or not to accept a payment instruction through the Service.
- If you utilize your mobile phone to initiate any payment instructions your text messages may be sent to your device if a mobile phone number is provided. Data and messaging charges from your communications provider may apply, and you are responsible for any such charges.

### **Service Fees and Additional Charges**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Additionally, the following fees may apply

Overnight Delivery Fee \$14.95 each  
 Popmoney Transaction Fee \$2.00 each

### **Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service you may do so via one of the following:

- Contact Chemung Canal Trust Company and/or Chemung Canal Trust Company DBA Capital Bank, A Division of Chemung Canal Trust Company during customer service hours 607-737-3711 OR 1-800-836-3711, or
  - Write to us at:  
Banking Operations Center  
PO Box 1522  
Elmira, NY 14902
- or
- By using the application's cancellation feature.

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### **User Responsibilities**

**By accessing the Bill Payment Service you agree to the following:**

- Ensure that the contact information in your user profile is current and accurate
- Never give or make available your password or account information to any unauthorized individuals
- Schedule all payments prior to the actual Due Date and ensure your account has sufficient funds to process the payment request
- Always exit the Online Bill Pay service by utilizing the Log Off option
- Continually examine your statement and transaction activity on all accounts within the Bill Pay Service
- Notify our customer service Call Center at (800) 836-3711, immediately if you suspect unauthorized access to Online Bill Pay Service

## **III. Mobile Banking**

Mobile Banking is offered as a convenience and supplemental service to our Online Banking Services. By enrolling in this Service, you agree to all the terms and conditions contained in this Agreement. Mobile Banking is not intended to replace access to Internet Banking from your personal computer or other methods you use for managing your accounts and services with us. To utilize the Mobile Banking Service, you must be enrolled in our Internet Banking product to be able to activate and register your mobile device.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service is added and/or at the time of enrollment for the added service.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supported on all devices. The BANK cannot guarantee, and is not responsible for, the availability of data services provided by your mobile carrier, such as data outages or 'out of range' and 'no service' issues.

### **Use of Service**

In order to properly use the Mobile Banking Service, you should review and follow the instructions provided in the online tutorial located on our website in the Education Center. You accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the Service or your device.

## Equipment

To use this service, you must have one of the supported devices listed below and be on one of the supported operating systems. The Bank does not guarantee that your particular mobile device, operating system, or carrier will be compatible with the Mobile Deposit service. The following is a list of supported devices:

- iPhone 4S, and all newer models
  - Apple iOS 8.0 or newer
- iPad 3, 4 and Mini and all newer models
  - Apple iOS 8.0 or newer
- Google Android models:
  - Android (Jellybean) 4.1 or newer
  - Either touch screen or keyboard phones
- Google Tablets
  - Kindle Fire, Pixel C, Galaxy Tab, and Galaxy Note

The Mobile Banking Service allows you to access your account information through two separate channels that can be used individually or in combination with each other.

- If your mobile device is supported by a data plan or is an internet enabled device, you can activate the Service by using the Browser based option. This will allow you to view transactions and balances, transfer funds between eligible accounts, pay bills that have already been established in the Bill Payment Service, and utilize the personal payment service, Popmoney, to send money to another individual.
- If you utilize an iPhone or Android device, you can activate the Service by using the Downloadable Application located on your devices' App Store or Market. This will allow you to view transactions and balances, transfer funds between eligible accounts, pay bills that have already been established in the Bill Payment Service, and utilize the personal payment service, Popmoney, to send money electronically to an individual.

## Service Fees and Additional Charges

Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all access or usage fees that may be assessed by your wireless carrier or internet service provider. This includes but is not limited to, monthly data plan rates, text messaging fees, wireless carrier browser fees, and any taxes that may be applicable through your service provider. You also agree to pay any other applicable charges assessed through the Service and authorize the Service to deduct such charges from your designated transaction account.

## User Responsibilities

### By accessing the Mobile Banking Service, you agree to the following:

- You agree to take every precaution to ensure the safety, security, and integrity of your account information when utilizing Mobile Banking
- Protect your device by utilizing a passcode or screen lock option, and install anti-virus and anti-malware protections on any device that will be used to access the Mobile Banking Service
- You agree not to leave your device unattended while logged into Mobile Banking, and to log off immediately at the completion of each Mobile Banking session.
- You agree not to provide your Access ID, Password, or other access information to any unauthorized person
- Continually examine your statement and transaction activity on all accounts within the Mobile Banking Service
- Notify our customer service Call Center at (800) 836-3711, immediately if you suspect unauthorized access to your Mobile Banking Service

## IV. Mobile Deposit

The Mobile Deposit service is offered as a way to electronically deposit checks to your Bank accounts using your mobile device. To utilize the Mobile Deposit service, you must be enrolled in our Internet Banking product and have downloaded the eBanking Mobile Banking app. Your use of the Mobile Deposit service constitutes your acceptance of this Agreement.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new service is added and/or at the time of enrollment for the added service.

### **Use of Service**

In order to properly use the Mobile Deposit service, you should review and follow the instructions provided in the online tutorial located on our website in the Education Center. You accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the Service or your device.

### **Equipment**

To use this service, you must have a supported mobile device, camera and operating system, have a data plan for your mobile device, and download the App to the mobile device. The Bank does not guarantee that your particular mobile device, camera, operating system, or carrier will be compatible with the Mobile Deposit service. The following is a list of supported devices:

- iPhone 4S and all newer models
  - Apple iOS 8.0 or newer
- iPad 3, 4 and Mini
  - Apple iOS 8.0 or newer
  - Cameras with 2.0+ Megapixel resolution and autofocus
- Google Android models:
  - Android (Jellybean) 4.1 or newer
  - Cameras with 2.0+ Megapixel resolution and autofocus
  - Either touch screen or keyboard phones
- Google Tablets
  - Minimum OS version 4.1 or newer

### **Limitations**

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supported on all devices. The Bank cannot guarantee, and is not responsible for, the availability of data services provided by your mobile carrier, such as data outages or 'out of range' and 'no service' issues.

For security reasons, the Mobile Deposit has qualification requirements (located in Section I and III of this Agreement), and the Bank reserves the right to change these qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the Service, or your use of the service, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of mobile devices through which you access this Service.

### **Service Fees and Additional Charges**

Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all access or usage fees that may be assessed by your wireless carrier or internet service provider. This includes but is not limited to, monthly data plan rates, text messaging fees, wireless carrier browser fees, and any taxes that may be applicable through your service provider. You also agree to pay any other applicable charges assessed through the Service and authorize the Service to deduct such charges from your designated transaction account.

### **Eligible Checks and Items**

You agree to scan and transmit only checks that are legible, meet the image quality standards set by the Bank, and contain the complete and proper endorsement. You agree to endorse any check transmitted through the Service as "For Mobile Deposit Only, Account # \_\_\_\_\_" or as otherwise instructed by the Bank. You agree that the Bank is not liable for any damages resulting from rejected or delayed crediting of a check due to a check's poor image quality, improper endorsement, or from any inaccurate information you supply regarding the check or item.

You agree that you will NOT use the Service to scan and transmit any check as shown below:

- Checks or items payable to any other person or entity other than you, the account holder, or to you and another party
- Checks or items containing alteration to any field on the front of the check, or which you know or suspect are fraudulent.
- Checks or items previously converted to a substitute check, as defined in Reg. CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg. CC.



- Checks or items not payable in United States currency
- Checks or items dated more than 6 months prior to the date of deposit or checks that are dated at some point in the future.
- Checks or items on which a stop payment has been issued or for which there are insufficient funds.
- Counter checks or starter checks will not be allowed to be deposited into the service
- Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your deposit account.

The Bank reserves the right to reject any check transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks we do not receive or for images that are dropped during transmission.

### **Availability of Funds**

We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard Funds Availability policy. Deposits made after 6:00 pm EST will not be processed until the following business day.

### **Deposit Limits**

The Bank reserves the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service. The daily deposit limit under the Service is \$5,000 of which no single check can exceed \$1,000. We reserve the right to review and change the imposed limits on the amount and/or number of deposits that you transmit using the Service at any time with no prior notice to you.

### **Disposal of Deposited Checks**

Upon your receipt of a confirmation from the Bank that we have received the image of a check, you agree to prominently mark the check as "Electronically Presented" or "VOID" and to properly dispose of the check (shred or incinerate) after 30 days after deposit to ensure that it is not re-presented for payment. You agree to promptly provide any retained check to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to a check, or for the Bank's audit purpose.

### **User Responsibilities**

#### **By accessing the Mobile Deposit Service, you agree to the following:**

- You will only transmit eligible checks and items that you are entitled to and ensure all proper endorsement requirements are met
- You will not transmit an image or images of the same check to us more than once and you will not deposit or negotiate such check with any other party
- You are responsible for the safekeeping of your original paper checks during the 30 day retention period and you will securely and irretrievably destroy the original paper checks after the retention period
- All information you provide to the Bank is accurate and true
- Continually examine your statement and transaction activity on all accounts within the Mobile Deposit Service
- You agree to indemnify and hold harmless the Bank for any or all losses you may incur using this Service
- Notify our customer service Contact Center at (800) 836-3711, immediately if you suspect unauthorized access to your Mobile Deposit Service

### **Safeguarding Your Personal Information**

- Protect your device by utilizing a passcode or screen lock option, and install anti-virus and anti-malware protections on any device that will be used to access the Mobile Deposit Service
- You agree to take every precaution to ensure the safety, security, and integrity of your account information when utilizing the Mobile Deposit Service
- You agree not to leave your device unattended while logged into Mobile Banking, and to log off immediately at the completion of each Mobile Banking session
- You agree not to provide your Access ID, Password, or other access information to any unauthorized person
- Avoid storing sensitive information like passwords and social security numbers on your mobile device

- Be aware of your surroundings. Don't type, or view, sensitive information on your mobile device if visible to others

## **V. E-Statement Service**

The BANK offers clients the opportunity to receive monthly, or periodic, statements through the Online Banking Service rather than through the mail. This Service can be utilized for Checking accounts, Savings accounts, Money Market accounts, as well as loan billing statements. Because we are committed to protecting and safeguarding all of your account and statement information, we will NOT email your account statement(s) directly to your email address on record. The BANK will notify you, at the email address provided, when your electronic statement is available to you for review. This will ensure that unauthorized individuals will not have access to your account information through a non-secure channel.

### **Requirements**

In order for you to access and retain your e-Statement records, your system must have:

- Access to the internet through an Internet Service Provider selected by you
- An Internet Browser that supports 128-bit encryption
- Transport Layer Security (TLS) of 1.2 or higher that ensures that a connection to a remote endpoint is securely encrypted in order to provide privacy and data integrity.
- Adobe Acrobat Reader – this may be downloaded to your computer from the internet at no charge to you
- A valid log in Access ID and Password to the Online Banking System

### **Use of Service**

After successfully logging in to your Online Banking Service, using your Online Banking Access ID and Password, you will have the ability to enroll for the e-Statement service. After the information has been transmitted successfully through the E-Statement Enrollment tab, you will have access to view, print, or save your current statement, previous statement, as well as 18 months of past statement history. An email announcement will be sent to your current email address on file with the BANK to notify you that the account information is available.

Selection of the electronic statement service will only discontinue the paper statements for the specific accounts that you elect. You understand that you will no longer receive your paper statements or check images by mail for the elected accounts. You can request a printed copy of your statement from the BANK at any time. Contact us by phone at 800-836-3711, or stop into any branch location to request a printed statement copy. Statement printing fees may be assessed.

### **Discontinuing e-Statements**

If you choose to discontinue the electronic statement service, you must give the bank 3 business days to process the request and can be completed by (a) calling the BANK at 800-836-3711 to cancel the Service by phone, (b) stopping into any branch location to process the cancellation in person, or (c) log into your Online Banking Service and complete the cancellation by selecting the E-Statement Enrollment tab and submitting the request online.

### **By selecting the option to receive an e-Statement for any account, you agree to the following:**

- To receive your periodic account statement(s) from the BANK electronically in place of a paper statement(s) sent via the U.S. Postal Service to your address listed on record with the BANK.
- To provide an accurate email address to the BANK for delivery of the electronic statement and update the BANK if your email address has changed. The BANK must receive notification of any change in email address at least three business days prior to your statement date to allow time for the change to take effect.
- If your email address is invalid or undeliverable, you will not hold the BANK liable for the delivery of the statement to such address.
- If your account is jointly owned with another person, either one of the account holders may consent to receive electronic statements and that person's election shall apply to all account holders.

- Continually examine your statement and transaction activity on all accounts through the Online Banking Service

## **TERMS AND CONDITIONS - GENERAL**

### **Communicating with Us Thru Electronic Mail (e-mail)**

You may communicate with the BANK through electronic mail by utilizing the Contact Us option on our website, or while logged into your Online Banking account. Although this is a secure connection to the BANK, we recommend that you do not include any non-personal or account information in your correspondence, such as your Social Security number, account numbers, or any Online log in information.

We may preserve the content of your e-mail, your e-mail address and our response to more efficiently handle any follow-up questions you may have. We also retain this information to meet legal and regulatory requirements. You should not rely on e-mail if you need to communicate with the BANK immediately because the BANK may not receive or review the e-mail immediately.

### **By contacting us through electronic mail, you agree to the following conditions:**

- You must not upload any information or material that violates any copyright, trademark, or other proprietary rights of any person or entity.
- You are prohibited from including any obscene, libelous, or defamatory content in your communications.
- You must indemnify and hold the BANK harmless from any and all damages, losses, and liabilities arising from your communications with us through our Site.
- You **cannot** use e-mail to initiate transactions on your account(s). E-mail messages will not serve as a substitute for any requirement imposed on you to provide the BANK with "written" notice. For banking transactions not available through Online Banking Services, please contact your local branch.
- You agree to notify the BANK of any changes in your e-mail address.

### **Balance and Transfer Information**

#### **Account Balances**

Account balances are available for your checking, savings, money market, certificate of deposit and loan products. Balance information obtained through the Online Banking Services will reflect all credit and debit information as of the time indicated. Also note that your account balance is subject to adjustment under our collection rules (items which appear as posted to your account may later be returned, rejected, etc.).

#### **Transfers**

Transfers may be made among your BANK checking accounts, savings accounts, money market and NOW accounts. Transfer requests received **through Online Banking Services during the hours of 12 a.m. through 7 p.m. on any business day** will be processed on that business day. Transfer requests received after 7 p.m. will be processed on the next business day.

#### **Transfer Limitations**

All transfers to and from an account will be subject to the terms and conditions applicable to the account as set forth in the agreement governing the account, including but not limited to transfer limitations. With respect to **savings and Insured Money Market Accounts**, you may not make more than six of the following debit transactions in one month: preauthorized or automatic transfers to another account or to a third party, check, draft, check card, or similar orders made by you and payable to a third party. Should you exceed the permitted number of transfers on an account, the BANK may close the account, impose a fee, and/or change the account type to a non-restricted transaction account.

#### **Canceling or Changing Recurring Scheduled Transfers**

Recurring transfers are those made for the same amount on a set time, such as a weekly, bi-weekly, monthly, or quarterly basis. Once started, recurring transfers will be made automatically until you tell us to stop or cancel the service and we have a reasonable opportunity to act on your request. If you wish to cancel any transfer before the transfer date, you can use Online Banking Services to cancel or amend the transfer.

### **Bank Liability for Late Transfers or Transfers Not Made**

If the BANK does not complete an electronic funds transfer to or from your account on time or in the correct amount according to its agreement with you, the BANK may be liable for your losses or damages. The BANK will bear responsibility for late transfers or transfers not made subject to the exceptions stated below.

- Through no fault of ours, your account had insufficient funds to make the transfer and completing the transfer would exceed the credit limit on your overdraft line (if applicable).
- The money in your account is subject to an uncollected funds hold, legal process, dispute or any other encumbrance or agreement restricting transfers.
- You make a transfer during a period when you know or have been advised by the BANK not to use the Online Web Services due to a temporary malfunction.
- Circumstances beyond the BANK's control such as, but not limited to, fire, flood, or interference from an outside force prevent the proper execution of the transfer and the BANK has taken reasonable precautions to avoid those circumstances.
- If you default under any agreement with us, close your account, or terminate this Agreement.
- You have provided the BANK with information that is incorrect, incomplete, ambiguous or untimely.
- If you believe someone has accessed your accounts without your permission or authorization and you fail to notify the BANK immediately.
- There may be other exceptions stated in our agreement with you.

### **Consumer Liability for Unauthorized Transactions**

A "Consumer Account" is one where the account holder is a natural person and the account is established primarily for personal, family or household purposes. Your liability for unauthorized transactions on consumer accounts can be limited. Tell us **AT ONCE** if you believe your password has been lost or stolen or if someone has transferred, or may transfer, money from your account without your permission. Contacting the BANK in person, or by telephone, is the best way of keeping your possible losses down.

- If you tell us within two (2) business days after you learn of an unauthorized transaction, you can lose no more than \$50 if someone made a transaction without your permission.
- If you do **NOT** notify us within two (2) business days, 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.
- Also, if your statement shows transactions you didn't perform, tell us **AT ONCE**. If you don't tell us within 60 days after the statement is mailed to you, you may not get back any of the money you lost 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, we may extend the time periods.

In the event of unauthorized Online Banking transfer, Bill Payment, or Mobile Banking transaction or you believe your password has been lost or stolen, call 1-800-836-3711 or 607-737-3711 or write:

BANKING OPERATIONS CENTER  
CHEMUNG CANAL TRUST COMPANY  
PO Box 1522  
Elmira, NY 14901

### **Error Notification, Correction and Resolution**

In case of errors or questions about your electronic transfers, bill payments, or mobile banking transactions or if you think your statement or receipt is wrong or if you need more information about any transaction listed on the statement or receipt, we must hear from you no later than 60 days after we sent the **FIRST** statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45

days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account.

**New Account.** An account is considered a new account during the first thirty (30) calendar days after the account is established and the first deposit is made and no other established accounts are open prior to the thirty (30) day period. If the notice of error involves an electronic funds transfer to or from the account within the thirty- (30) day time period, the BANK must provisionally credit your account within twenty (20) Business Days if the investigation is not complete. If it takes longer to resolve an error the BANK has up to ninety (90) calendar days to complete the investigation and resolve the claim.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

BANKING OPERATIONS CENTER  
CHEMUNG CANAL TRUST COMPANY  
PO Box 1522  
Elmira, NY 14901

Business Days: Monday through Friday, 9:00 a.m. to 4:30 p.m.  
Excluding Federal Holidays  
Phone: (800) 836-3711 or (607) 737-3711

## **BUSINESS CLIENTS UTILIZING THE CONSUMER ONLINE BANKING SERVICE**

If a business client declines the option to use the Business Online Banking service and would like to use the Consumer Online Banking Service, they must accept the terms and conditions listed in the Online Banking Indemnity Agreement for Business Clients. This agreement must be completed and signed prior to the use of the Consumer Online Banking service. If this form is not obtained and approved by an Officer of the Bank, we reserve the right to deny access to all Online Banking services utilized by the Bank.

Further, Company represents and warrants that none of the accounts have been established, are being used, or will be used, for personal, family or household purposes and that Company is not a "Consumer" under Regulation E – Electronic Funds Transfer Act. As Company is not a "Consumer" under Regulation E, Company further acknowledges that it is **not** entitled to any consumer protection provisions listed in the Personal Account Agreement.

### **Indemnification and Limitation of Liability**

Except for those losses caused directly by the Bank's gross negligence or willful misconduct, Company:

(a) shall indemnify and hold Bank, its subsidiaries and affiliates, their respective successors, assigns, representatives, employees, and agents harmless from and against all liabilities, demands, claims, losses, costs, damages, and expenses of any nature or kind (including reasonable attorneys' fees) arising from or related to Company's use of the Consumer Online Banking Service and any services performed by Bank in connection therewith; and

(b) Agrees that Bank shall not be responsible or liable to Company or to any other party for direct, consequential, indirect, special, exemplary, punitive, or incidental damages arising out of or related to Company's use of the Consumer Online Banking Service and any services performed by Bank in connection therewith, even if Company and/or Bank have been specifically advised of the possibility of such damages. Company acknowledges and agrees that its use of the Consumer Online Banking Service shall be at its sole risk and that the Consumer Online Banking Service is provided by Bank on an "as is" basis.

## **LEGAL DISCLOSURES**

### **Assignment**

You may not transfer or assign your rights or duties under this agreement. The BANK may assign its rights and delegate duties under this agreement to a company affiliated with us or to any other third party.

### **Termination**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing your deposit or loan accounts. We can terminate your Online Banking Service, including Bill Payment and Mobile Banking, under this Agreement without notice to you.

If you terminate Online Banking Services:

You authorize us to continue making transfers and bill payments that you have previously authorized until such time as we have a reasonable opportunity to act upon your termination notice. After we have acted upon your termination notice, we will make no further transfers or payments from your accounts, including any transfers or payments that you have previously authorized.

If we terminate your use of Online Banking Services:

We reserve the right to cease all further transfers or payments from your accounts, including any transactions you have previously authorized. Termination by the BANK of Online Banking Services does not constitute a termination of your checking account or any other deposit accounts that you may have unless the BANK advises you in writing that those other accounts have been terminated.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of New York. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, then these Terms and Conditions will be deemed amended to the extent necessary to comply with that law, rule, or regulation, and we will incur no liability to you as a result of such amendment.

### **Amendments**

The BANK reserves the right to modify the terms and conditions of this agreement at any time, effective upon notice to you (unless applicable law provides for a different effective day). However, no prior notice is required when any change in terms is determined by the BANK to be necessary to the security of Online Banking Services or to prevent a loss by the BANK.

### **Indemnification**

You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, cost, and expenses arising from the use of our Online Banking Service. Your obligation under this paragraph shall survive termination of the agreement. By using Online Banking Services, you agree to use the Service solely for the purpose intended and in accordance with the BANK procedures and agreements.

The BANK will not be liable for any damages or lost profits arising from the use of our site, any interruption in the availability of our site, delay in operation or transmission, loss of data, or other events occurring from the use of our site. The Bank is not responsible if you download a file from the Online Banking Services that includes a virus. If you purposefully harm the Online Banking Services website with malicious intent, we reserve the right to pursue and prosecute you to the fullest extent of the law.

Notwithstanding any other provisions of this Agreement, the BANK shall not be liable for any loss, expense or delay caused by accidents, strikes, fire, flood, war, riot, electrical or mechanical failure, software, your acts or your omissions, or any other third parties' (including but not limited to acts or omissions of any telephone or telecommunications carrier) acts or omissions or any other cause or causes which are beyond the BANK'S reasonable control.