

# Online Banking Services Agreement

## ***Personal Accounts***

Updated May 2024

This Agreement describes your rights and obligations as a user of the Online Internet Banking service, the Bill Payment Service, the Mobile Banking service, the e-Statement service as well as other ancillary services offered through these channels.. 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 its affiliates. "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.

## **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.

## **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 9 alphanumeric characters, a maximum of 17 characters. Your password must utilize at least one (1) upper case alpha, one (1) lower case alpha, one (1) special character, and one (1) numeric character for purposes of security. The password should not include keywords, predictable terms, and number series. 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.
- Regularly 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.***

## **Chemung Canal Trust Company, and Capital Bank, a division of Chemung Canal Trust Company Account to Account Transfer Terms of Service**

**1. Introduction.** This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Chemung Canal Trust Company and its affiliates in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

**2. Description of Account to Account Transfer Service.** The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

**3. Definitions.**

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

**4. Service Providers.** We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

**5. Authorization and Processing.**

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 10 (Refused Transfers) below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**6. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

**7. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**8. Stop Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**9. Account to Account Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may

also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**10. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**11. Returned Transfers.** In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

**12. Notices to Us Regarding the Account to Account Transfer Service.** Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: Banking Operations Center PO Box 1522 Elmira, NY 14902. We may also be reached at (800) 836-3711 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**13. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

**14. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

**15. Receipts and Transaction History.** You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

**16. Your Privacy; Privacy of Others.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

**17. Eligibility.** The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**18. Prohibited Transfers.** The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**19. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you

are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**20. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service 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 in our sole discretion extend the period.

**21. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**22. Failed or Returned Transfer Instructions.** In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the



transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**23. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

**24. Information Authorization.** Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**25. Account to Account Transfer Service Termination, Cancellation, or Suspension.** If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**26. Errors, Questions, and Complaints.**

a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.

b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must: 1. Tell us your name; 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and, 3. Tell us the dollar amount of the suspected error.

c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**27. Intellectual Property.** All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**28. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided

by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**29. Password and Security.** If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**30. Amendments.** We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

**31. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

**32. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**33. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and

at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**34. Disputes.** In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

**35. Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

**36. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

**37. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

**38. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**39. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other

rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**40. Exclusions of Warranties.** THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**41. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**42. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding

between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

## Chemung Canal Trust Company Alerts

Your enrollment in Chemung Canal Trust Company Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Chemung Canal Trust Company account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Chemung Canal Trust Company reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Chemung Canal Trust Company Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 96924 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Chemung Canal Trust Company Online Banking. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 800-836-3711. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Chemung Canal Trust Company provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Chemung Canal Trust Company's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Chemung Canal Trust Company, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be

encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

## **Mobile Banking Terms of Service**

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:

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, Zelle, 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, Zelle, 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.

## **Mobile Deposit Terms of Service**

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.

### **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 at Chemung Canal Trust Company, Capital Bank, or Canal Bank 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 5:00 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 minimum daily deposit limit under the Service is \$2,000 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.

## **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:

CONTACT 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.