

Online Banking Services Agreement

Personal Accounts

Updated August 5, 2021

Agreement

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

Account Access

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

Joint Ownership

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

INTERNET BANKING

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

Equipment and Software

Requirements

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

Hardware:

- Monitor resolution of 1024 x 768 (or greater)

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

Software:

All operating systems and browsers must support TLS 1.2 or higher

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

Responsibility

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

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

Security

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

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

Access ID and Password

Requirements

For your protection, your password must be a minimum of 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
- Continually examine your statement and transaction activity on all accounts
- Notify our customer service Call Center at (800) 836-3711, immediately if you suspect unauthorized access to Online Banking

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

Bill Payment Service

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

Terms and Conditions of the Bill Delivery and Payment Service

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

Bill Payment Scheduling

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

Service Guarantee

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

Payment Cancellation Requests

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

Stop Payment Requests

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

Your Liability for Unauthorized Transfers

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

Prohibited and Exception Payments

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

E Bills

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

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

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

Service Termination, Cancellation, or Suspension

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

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

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

User Responsibilities

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

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

ZELLE® AND OTHER PAYMENT SERVICES ADDITIONAL TERMS

1. Description of Services.

- a. We have partnered with the Zelle Network® (“Zelle”) to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers (“Zelle Payment Service,” as further described below). Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term “Zelle and Other Payment Terms” means these Zelle and Other Payment Services Additional Terms.
- b. In addition to the Zelle Payment Service, we provide other payment services under these Terms of Service. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle. Second, outside Zelle, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside Zelle, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle and Other Payment Terms are referred to as “Other Payment Services” in these Zelle and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle, we may ultimately send those transactions via Zelle when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle Payment Service, not the Other Payment Services. The term “Zelle and Other Payment Services” means the Zelle Payment Service and the Other Payment Services.
- c. The Zelle and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the Zelle mobile handset application (“Zelle Standalone Locations”) and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Zelle Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle’s control. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.
- d. The Zelle Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle and Other Payments unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network’s specifications.

2. Payment Authorization and Payment Remittance.

- a. Section 12 of the General Terms do not apply to the Zelle Payment Service. When you enroll to use the Zelle Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 13 of the General Terms, you agree that you will not use the Zelle and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle and Other Payment Services to request money from anyone for any such payments.
- b. This Section 2(b) does not apply to the Zelle Small Business Service (to the extent made available by us). The Zelle and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Payment Service if we believe that you are using the Zelle Payment Service for business or commercial purposes.
- c. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Payments." If at any time while you are enrolled, you do not send or receive money using the Zelle Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle Payment Service until you enroll again. When you enroll with Zelle, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. If we allow you to enroll the debit card we issue to you with the Zelle Payment Service, then the debit card must be issued in conjunction with a United States domestic deposit account, not a United States territory-based account. By providing us with names and mobile telephone numbers, email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- d. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- e. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

- f. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 2. The Zelle and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 3. The payment is refused as described in Section 6 of the Zelle and Other Payment Terms below;
 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; 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, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- g. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle and Other Payment Services (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

3. Sending Payments.

- a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to not enroll in Zelle. For the Zelle Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle Payment Service. As to the Zelle Payment Service, if the person you sent money to has already enrolled with Zelle, either in the Zelle Standalone Locations or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally as to the Other Payment Services in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle. Via the Other Payment Services, you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.
- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle, then the Zelle Payment Service will contact the Receiver regarding enrollment in Zelle and receipt of payment. If the Receiver has already enrolled in Zelle, then the Receiver will receive a message regarding your payment.

- c. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions, and Complaints).
- d. In most cases, when you are sending money to another User using the Zelle Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either via a Zelle Standalone Location or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.
- f. As to Recipients who have not yet enrolled with Zelle, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

4. Receiving Payments.

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any

restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services) below. By using the Zelle Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle Payment Request, if applicable) using the Zelle Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle Payment Service or at a Zelle Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

- b. For the Zelle Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Financial Institutions, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle Payment Requests, from others through the Zelle Payment Service.
- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

5. Requesting Payments. You may request money from another User through a Zelle Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a Zelle Payment Request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle Payment Requests from other Users, and to only send Zelle Payment Requests for legitimate and lawful purposes. Zelle Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle Payment Requests in general, or to specific recipients, if we deem such Zelle Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle Payment Request using the Zelle Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from

payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle Payment Request may not receive, or otherwise may reject or ignore, your Zelle Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle Payment Request.

Zelle Small Business Service Users may not send Zelle Payment Requests to Users enrolled with Zelle through Zelle Standalone Locations.

6. Payment Cancellation, Stop Payment Requests and Refused Payments for Other Payment Services. Zelle Payment Service payments can only be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. This Section only applies to the Other Payment Services, not Zelle Payment Services. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle will be automatically cancelled fourteen (14) days after the processing of the payment begins. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

7. Consent to Emails and Automated Text Messages. Section 8 (Text Messages, Calls and/or Emails to You) of the General Terms does not apply to Zelle Payment Services. By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described these Zelle and Other Payment Terms. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 800-836-3711. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.

- g. Your phone service provider is not the provider of the Zelle and Other Payment Services. Users of the Zelle Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

8. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Zelle and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Zelle Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction 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 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle and Other Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

9. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

10. Returned Payments. In using the Zelle and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle Payment Service.

11. Consent to Share Personal Information (Including Account Information).

In addition to Section 20 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account, or debit card, as applicable;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the terms of our Privacy Policy.

12. Wireless Operator Data.

In addition to Section 20 (Information Authorization) of the General Terms, you acknowledge that we or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. 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.

13. Liability.

Subject to our obligations under applicable laws and regulations, neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

14. Disclaimer of Warranties.

Section 33 (Exclusions of Warranties) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. ZELLE DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

15. Limitation of Liability.

Section 34 (Limitation of Liability) of the General Terms does not apply to Zelle Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

16. Indemnification.

Section 30 (Indemnification) of the General Terms does not apply to Zelle Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.

17. Use of Our Online Banking Site and/or Mobile App.

You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

18. Your Liability for Unauthorized Transfers.

Section 16 (Your Liability for Unauthorized Transfers) of the General Terms shall not apply to the Zelle Payment Service. Immediately following your discovery of an unauthorized Zelle Payment Service Payment Instruction, you shall communicate with customer care in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. 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.

When you give someone your password or other means to access your account through which you access the Zelle and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules only apply to Eligible Transaction Accounts used for personal, family and household purposes.

19. Definitions.

"Network Financial Institutions" means financial institutions that have partnered with Zelle.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Zelle and Other Payment Services.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Zelle Payment Service.

"Sender" is a person or business entity that sends a Payment Instruction through the Zelle and Other Payment Services.

"User" means you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle.

"Zelle Payment Request" means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle Payment Service.

"Zelle Small Business Service" means functionality, to the extent made available by us, that enables a small business User to (i) send Zelle Payment Requests through the Zelle Payment Service, and (ii) send and receive Payment Instructions through the Zelle and Other Payment Services. Users that access the Zelle and Other Payment Services through a business account shall be classified as Zelle Small Business Service Users. The Zelle Small Business Service is included in the definition of "Zelle Payment Service".

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

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 Capital Bank, a division of Chemung Canal Trust Company (hereinafter "we" or "us") 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 Terms and Conditions

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

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

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

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

Use of Service

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

Equipment

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

- iPhone 6, and all newer models
 - Apple iOS 12.0 or newer
- iPad 3, 4 and Mini and all newer models
 - Apple iOS 12.0 or newer
- Google Android models:
 - Android 7.0 or newer
 - Either touch screen or keyboard phones
- Google Tablets
 - Kindle Fire, Pixel C, Galaxy Tab, and Galaxy Note

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

- If your mobile device is supported by a data plan or is an internet enabled device, you can activate the Service by using the Browser based option. This will allow you to view transactions and balances, transfer funds between eligible accounts, pay bills that have already been established in the Bill Payment Service, and utilize the personal payment service, 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

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

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

Use of Service

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

Equipment

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

- iPhone 6 and all newer models
 - Apple iOS 12.0 or newer
- iPad 3, 4 and Mini
 - Apple iOS 12.0 or newer
 - Cameras with 2.0+ Megapixel resolution and autofocus
- Google Android models:
 - Android 6.0 or newer
 - Cameras with 2.0+ Megapixel resolution and autofocus
 - Either touch screen or keyboard phones
- Google Tablets
 - Minimum OS version 6.0 or newer

Limitations

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

For security reasons, the Mobile Deposit has qualification requirements (located in Section I and III of this Agreement), and the Bank reserves the right to change these qualifications at any time without prior notice. We reserve the right to

change, suspend, or discontinue the Service, or your use of the service, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of mobile devices through which you access this Service.

Service Fees and Additional Charges

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

Eligible Checks and Items

You agree to scan and transmit only checks that are legible, meet the image quality standards set by the Bank, and contain the complete and proper endorsement. You agree to endorse any check transmitted through the Service as "For Mobile Deposit Only at Chemung Canal Trust Company (or Capital 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 6:00 pm EST will not be processed until the following business day.

Deposit Limits

The Bank reserves the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service. The 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:

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

Error Notification, Correction and Resolution

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

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

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

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

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

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

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

BUSINESS CLIENTS UTILIZING THE CONSUMER ONLINE BANKING SERVICE

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

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

Indemnification and Limitation of Liability

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

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

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

LEGAL DISCLOSURES

Assignment

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

Termination

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

If you terminate Online Banking Services:

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

If we terminate your use of Online Banking Services:

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

Governing Law

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of New York. You agree that if there is any inconsistency between the terms of the

Agreement and any applicable law, regulation, or rule, then these Terms and Conditions will be deemed amended to the extent necessary to comply with that law, rule, or regulation, and we will incur no liability to you as a result of such amendment.

Amendments

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

Indemnification

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

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

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