



## **ELECTRONIC FUND TRANSFERS ACT DISCLOSURE**

### **INTRODUCTION**

This disclosure addresses the terms and conditions which will apply to consumer accounts when you use the Bank's Electronic Fund Transfer (EFT) services. If the account holder is a natural person and the account is used primarily for personal, family or household transactions, the account will be considered a "Consumer Account". It also explains your liability in using these services. All other terms and conditions for your account will also apply.

This disclosure statement is provided to you pursuant to Federal regulations. It summarizes the rights and responsibilities of both you and the Bank under the Electronic Funds Transfer Act when you conduct an electronic fund transfer.

An electronic fund transfer (EFT) is defined as any transfer of funds from or to a deposit account through use of a telephone, computer, an automated teller machine (ATM), a point of sale terminal (POS), mobile device, or a point of banking terminal. Electronic fund transfers include, but are not limited to, debit card and ATM transactions, ACH transactions, preauthorized deposits and payments, person to person transfers through use of a mobile payment service, telephone transfers; transfers initiated through a personal computer, transfers initiated through a "mobile wallet" (includes transactions initiated through a smart phone, PDA or other mobile device), and transfers initiated by third parties. Examples of transfers initiated by third parties include, but are not limited to, electronic check conversions and electronic returned check charges. An electronic check conversion occurs when you authorize a third party to initiate an electronic fund transfer from your account using information from the check you provide to the third party. This may occur at the point of sale or when you send a check by mail or deliver a check to a third party's lockbox location. In addition, an electronic fund transfer may be initiated to collect a fee if your check or electronic fund transfer is returned or declined for insufficient funds. Your authorization for such transfers can occur in a number of ways.

In some cases, your authorization can occur when the third party posts a sign or otherwise informs you of their policy.

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

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

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

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

You agree to maintain sufficient collected funds in your account to cover any electronic withdrawals or payments. You agree to be personally responsible for all charges incurred by use of your Card, including any overdrafts. An overdraft may result in cancellation of this agreement and your account.

### **RULES**

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

### **AGREEMENTS**

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

## **TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS**

### **CBNA Telephone Banking:**

You may access your account by telephone 24 hours a day at 1-800-991-4280 using a touch tone phone, your social security number, account number, and 4-digit PIN to:

- Check balances/hear recent account activity
- Check specific transactions
- Transfer funds between CBNA accounts
- Make CBNA loan payments
- Place stop payments
- Activate / Hot-card debit cards
- Change ATM/Debit Card PIN
- Change Telephone Banking PIN
- Opt in/out of overdraft

### **Online & Mobile Banking Personal:**

You may access certain accounts you maintain with us by computer or mobile device using your User ID and password or Mobile Banking PIN. You may use these services to perform the following functions:

- Transfer funds between eligible CBNA deposit and loan accounts
- Transfer funds from a CBNA deposit account to an account you hold at another bank
- Payments from your checking account to third parties (Bill Pay & Zelle®)
- Obtain balance and transaction history information on eligible accounts
- Stop payment requests- *Online Banking Only*
- Order checks
- Access eligible CBNA deposit account statements
- ATM/Debit Card Activation
- Deposit Checks Remotely – *Mobile Banking Only*

### **ATM Transactions:**

You may access your account(s) by ATM using your ATM Card and personal identification number (PIN) to:

- Obtain balance information for your checking and savings account(s)
- Make cash withdrawals from checking or savings account(s)
- Make deposits to checking or savings account(s) at any deposit-taking ATM owned by us (proprietary ATM)

- Transfer funds between CBNA checking or savings accounts
- Change your PIN

### **Debit Card Point-of-Sale Transactions:**

You may access your checking account(s) to purchase goods (in-person, online, or by phone), pay for services (in-person, online, or by phone), get cash from a merchant (if the merchant permits), or from a participating financial institution, and perform other transactions that a participating merchant will accept, such as make an electronic payment from your deposit account using information from your check, making a purchase or payment from a “mobile wallet”, or a person to person payment.

### **Limitations on Frequency and Dollar Amounts of Transfers.**

For security reasons, there are limitations imposed on the amount you may withdraw from our ATMs, as well as limitations on Debit Card Point-of-Sale transactions, Online Banking Bill Payments, Online Banking External Transfers, Mobile Banking deposits, and Zelle Network® transactions.

## **DOCUMENTATION OF TERMINAL TRANSACTIONS RECEIPTS**

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

## **STATEMENTS**

You will receive a monthly statement for your checking account. For savings accounts, you will receive a monthly statement unless there are no EFT transactions in a particular month, in which case you will receive a statement at least quarterly.

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

## **PRE-AUTHORIZED TRANSFERS**

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

## **OWNER'S LIABILITY FOR TRANSACTIONS BY ALL CARDHOLDERS**

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

## **LIABILITY FOR UNAUTHORIZED EFTs SUCH AS UNAUTHORIZED USE OF CARD, TRANSFERS AND PAYMENTS**

You should notify us AT ONCE if you believe your access device, access codes, user identification or passcode has been taken or used without your permission. If you notify us within two (2) business days after you learn of the loss or theft of your account access device, user identification or passcode, the most you can lose is \$50 if someone accesses your account through that device. Failure to notify the bank within two business days may result in your losses increasing up to \$500. Also, if your statement shows EFT(s) that you did not authorize, tell us at once. If you do not tell us within 60 days after your statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that the bank could have stopped someone from accessing your funds if you had told us in time.

*Additional limit on Liability for Visa®-branded Debit Cards.* Unless you have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. This additional limit on liability does not apply for example to ATM transactions outside of the U.S., to ATM transactions not sent over Visa® or Plus® Networks, or to transactions using your Personal Identification Number (PIN), which are not processed by Visa®. Visa is a registered trademark of Visa International Service Association.

## **REPORTING LOST OR STOLEN CARDS**

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

**1-866-764-8638  
Community Bank, N.A.  
Attention EFT**

**1 Tallman Rd.  
Canton NY 13617  
Monday through Friday - 8:00 a.m. to 6:00  
p.m.**

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

## **All other EFT Errors, Omissions or Questions:**

If you believe there has been an unauthorized EFT in your account, an omission on your statement or receipt, or if you need more information about a transfer listed on the statement or receipt, call or write us at:

**1-866-764-8638  
Community Bank, N.A.  
Attention EFT  
1 Tallman Rd.  
Canton NY 13617**

A transaction is considered unauthorized if it is initiated by someone other than you without your actual authority and you receive no benefit from the transaction.

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

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

If you tell us orally, we may ask you to put your complaint in writing within 10 business days.

We will investigate and determine whether an error occurred within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa® and 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, 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. If we decide to do this, your account will be credited within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa® and 20 business days if the transfer involved a new account) for the amount

you think is in error, so that you will have use of the funds while we investigate your error. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your account for provisional use of funds while we investigate your complaint. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results within 3 business days after completing our investigation. If we decide that no error occurred, we will send you a written explanation. We may also reverse provisional credit where applicable.

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

### **THIRD PARTY DISCLOSURE**

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

- When it is necessary to complete transactions or resolve errors involving your account; or
- To verify the existence and condition of your account to third parties such as a credit bureau or merchant; or
- To comply with legal process, such as orders or subpoenas from government agencies or courts; or
- When you give your written permission to us or to the person asking for the information; or
- As permitted by law or set forth in our Privacy Disclosure.

### **FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSFER**

The Bank will make every effort to assure that your deposits, transfers and withdrawals are made quickly and correctly. If you request that we automatically transfer funds for payment to a loan with us on a specific date, we will make one attempt to electronically transfer the funds on that date. If sufficient funds are not available, the transfer will not be completed. If you request that we automatically transfer funds to another deposit account on a specific date, we will transfer the funds on that date. If sufficient funds are not available, the transfer will be attempted each day thereafter until satisfied. If we do not complete a transfer to or from your accounts on time or in the right amount,

according to our agreement with you, we are liable for your losses or damages (as provided by law). However there are some exceptions. We will not be liable, for instance, if:

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

### **STOPPING PAYMENTS**

**Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make preauthorized recurring payments from your account or Debit Card, you can stop any of these payments. Here's how: **For preauthorized recurring payments from your account**, you may call your local branch or 1-866-764-8638, complete a form in online banking or visit a branch to complete a stop payment form. Unless you tell us that all future payments to that recipient are to be stopped, we will treat your stop payment as a request concerning the one particular payment only. If you wish to stop all future payments to that recipient, you must revoke the authorization you gave to that party to transfer funds from your account and provide us with a copy of your signed revocation. **For preauthorized recurring payments from your Debit Card**, you must contact the merchant directly to cancel the recurring payment.

If you orally request a stop payment, we may require you to also put your request in writing and get it to us within fourteen (14) days after you call.

You must notify CBNA at least three business days or more before the payment is scheduled to be made.

If any of that information is inaccurate or changes (e.g., if you give us the wrong transaction information, if the item presented for payment does not include the exact amount or company name provided, or if the amount or name of the person to whom the item is payable changes), CBNA may pay the item.

**Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we have not made a reasonable attempt to act upon the request, we will be liable for your losses or damages.

#### **NOTICE OF VARYING AMOUNTS**

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

#### **FUTURE CHANGES AND CANCELLATIONS**

We have the right to change this Agreement, and will notify you in writing at least 21 days before the effective date of any change that will:

- 1) Increase any fees or charges or your liability;
- 2) reduce the electronic fund transfer services available to you;
- 3) Place stricter limits on the frequency of transactions;
- 4) Decrease the daily maximum cash you can withdraw in a day.

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

#### **OVERPAYMENT**

If funds to which you are not legally entitled are deposited into your account by mistake or otherwise, you agree that such amounts are

debits owing from you to us and you authorize us to set off such amounts from the account or any other account you have with us to the extent permitted by law. We can do this without giving you any prior notice or demand.

#### **TERMINATION**

We reserve the right to, at any time; terminate any of the electronic fund services which are described herein, by giving you written notice. You may, at any time, terminate any of the electronic fund services to which you subscribe by giving us written notice. Termination will not affect any of our rights or your obligations arising under this disclosure prior to termination.

#### **OWNERSHIP**

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

#### **FEES**

The following are fees related to EFT transactions:  
Zelle® Transfer Debits\* \$0.50 Per Debit  
Online Bill Payments\* \$0.50 Per Transaction  
\*Only applicable to certain CBNA Accounts – Refer to the Fees & Service Charges Disclosure for applicability

<b>ATM &amp; Debit Cards</b>		
ATM Withdrawal Fee	\$2.00	Per Withdrawal at a non- proprietary ATM**
ATM Inquiry Fee	\$1.00	Per Inquiry at a Non-Proprietary ATM
ATM Balance Transfer	\$2.00	Per Transfer at a Non-Proprietary ATM
Replacement PIN#	\$5.00	Per PIN#
Lost/Stolen Card	\$7.50	Per Card
Expedited Shipping Fee	\$60.00	Per Card
POS Transaction w/ ATM Card	\$1.00	Per transaction
International Service Fee	1 % of transaction amount for International Transactions***	

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

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

#### **NOTICE REGARDING ATM**

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

#### **NOTICE REGARDING ATM FEES BY**

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

#### **INTERNATIONAL TRANSACTIONS**

Visa® will convert to U.S. dollars any purchase, credit, cash disbursement, ATM transaction or reversal transaction made to your account in currency other than U.S. dollars. The conversion rate will be determined using VISA® currency conversion procedures then in effect. Under the currency conversion procedure VISA® International uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non- U.S. dollar currency by a currency conversion rate. The currency conversion rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate is subject to change by VISA®. The date the conversion rate is applied by VISA® is either: (1) the date the transaction is processed; or (2) the day before the date the transaction is processed. Thus, the conversion rate applied may differ from the rate on the date of your transaction. Any fees imposed by us in connection with foreign currency conversions and transactions occurring outside the United States, Puerto Rico, and the U.S. Virgin Islands (international transactions) are contained in the fee schedule.