



CardSwap Terms and Conditions & E-Consent
Effective July 2022

The following terms and conditions (the "Terms of Service") constitute a binding agreement between you and **Community Bank N.A.** and its licensors (collectively "We", "Us" or "Our") with respect to your use of the **Q2 CardSwap software** (the "Software"), and the Payment Card Service (as defined in Section 5.1 below) (collectively the "Services"). By accessing or using the Services in any manner, you (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF SERVICE AND OUR PRIVACY POLICY <https://cbna.com/privacy-policy> WHICH IS INCORPORATED HEREIN BY REFERENCE, and (B) affirm that you are at least 18 years of age (or have reached the age of majority in the jurisdiction where you reside). IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE OR OUR PRIVACY POLICY, DO NOT USE THE SERVICES.

1. **Changes to Terms of Service.** We may revise and update these Terms of Service from time to time in Our sole discretion. All changes are effective when they are posted and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes.
2. **Scope of and Restrictions on Use.** Subject to these Terms of Service, We grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your personal, non-commercial use. Except as otherwise provided in these Terms of Service, the Software may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose. You agree not to:
 - collect information from the Services using an automated software tool or manually on a mass basis;
 - use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services;
 - obtain, or attempt to obtain, access to areas of the Services or Our systems that are not intended for access by you;
 - "flood" the Services with requests or otherwise overburden, disrupt, or harm the Services or Our systems;
 - restrict or inhibit other users from accessing or using the Services;
 - modify or delete any copyright, trademark, or other proprietary rights notices that appear in the Software; or
 - access or use the Services for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

If you download the Software, you further agree not to:

- copy the Software
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any features or functionality of the Software to any third party for any

reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time; or

- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the software.

3. Ownership. The Services and the Content are licensed or owned by Us and Our licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed in the Software are registered and unregistered marks of Ours and Our licensors. The Software is licensed, not sold, to you. You acknowledge and agree that, as between you and Us, We are and shall remain the sole owner of the Services, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.

4. Account Registration and Security. Access to and use of certain Services may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to immediately notify Us of any unauthorized use of your account, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your username or password.

5. Payment Card Service

5.1 Description. We provide a Payment Card Service ("CardSwap") that allows you to link your Community Bank, N.A. Debit Card to certain third-party service providers ("Payees") by accessing your accounts on such Payees' websites and online services ("Payee Sites") via the Payment Card Service. The Payment Card Service allows you to add or swap your payment card used to make payments thereby making payments from a single funding account, as that term is defined in Section 5.3 below.

5.2 Payee Account Information. In order to use "CardSwap", you will need to link your Community Bank, N.A. Debit Card on Payee Sites to "CardSwap" by providing Us with the information necessary to access such accounts (such as account usernames and passwords) ("Payee Account Information"). You hereby authorize Us to use and store your Payee Account Information and to access your accounts on Payee Sites to provide "CardSwap" Service to you and to configure "CardSwap" so that it is compatible with the applicable Payee Sites. You represent and warrant to Us that you are the legal owner of any accounts on Payee Sites that you access via "CardSwap" and that you have the authority to allow Us to access your accounts using your Payee Account Information on your behalf.

5.3 Funding Accounts. If you use "CardSwap", payments will be paid using funds from your Community Bank Checking Account. By initiating a payment through "CardSwap", you authorize Us to charge the Funding Account linked to your Payment card(s) that you designate to pay such bill. You represent and warrant that you have the right to authorize Us to charge the Funding Account for payments you initiate using "CardSwap". You agree to maintain a balance or available credit limit in each specified Funding Account that is sufficient to fund all payments made using the Community Bank, N.A. Debit Card linked via "CardSwap". If for any reason the Payee is unable to access funds from the specified

Funding Account to make a payment transaction you initiate (for example, non-sufficient funds, restricted, expired, or closed Community Bank, N.A. Debit Card, exceeding maximum limits of Community Bank, N.A. Debit Card), the transaction may not be completed. We are not responsible for any overdraft fees, over-the-limit fees, or insufficient fund charges (including finance charges, late fees, or similar charges) that result from your failure to maintain a balance or available credit in a Funding Account that is sufficient to fund the payments you initiate using the Community Bank, N.A. Debit Card linked via “CardSwap”.

5.4 Limitations. You acknowledge and agree that: (a) some Payees may not allow Us to access your account on Payee Sites on your behalf; (b) Payees may make changes to Payee Sites and/or other services, with or without notice to Us, that may affect overall performance of “CardSwap” and prevent or delay payment to such Payees; (c) certain Payees may not accept payment from all types of funding sources (for example, not all Payee Sites may accept debit or credit cards); and (d) We may, in Our sole discretion, impose limits on the number and amount of payments, in aggregate, that you can send using the Community Bank, N.A. Debit Card linked via “CardSwap”.

When a payment is initiated using the Community Bank, N.A. Debit Card linked via “CardSwap”, the Payee is not required to accept it. You agree that you will not hold Us liable for any damages resulting from a Payee not receiving payment made using the Community Bank, N.A. Debit Card linked via “CardSwap” for any reason.

5.5 Payment Delays and Errors. It is your responsibility to review all payment transactions you initiate using the Community Bank, N.A. Debit Card linked via “CardSwap” against account statements you receive from Us. You acknowledge that some transactions may take longer to be credited to your account on a Payee Site due to circumstances beyond Our control, such as delays in handling and posting payments, errors with Payee Account Information, or errors with funding instructions. You are solely responsible for ensuring that payments made using the Community Bank, N.A. Debit Card linked via “CardSwap” arrive by the Payee’s due date.

You are solely liable for errors you make in using “CardSwap”. Without limiting the foregoing, We will not be responsible or liable: (a) if the Community Bank, N.A. Debit Card linked via “CardSwap” or linked Funding Account is restricted, expired, closed or does not contain sufficient funds or transaction amount or velocity limit to complete a transaction; (b) if a payment is rejected, returned, mishandled, or delayed by the Payee or Us for any reason; or (c) due to (i) any unavailability of “CardSwap” for any reason, (ii) fraud or attacks on the Services, or (iii) circumstances beyond Our control (for example, fire, flood, third party networks, or any failure by your computer, software, or Internet connection).

5.6 Unauthorized Transactions. You must notify Us immediately if you suspect or believe that a transaction to a “Payee” has occurred using the Community Bank, N.A. Debit Card linked to the Payee via “CardSwap” that you did not authorize or that an incorrect amount was authorized. In an effort to manage Our risk, We and Our service providers may, but are not required to, monitor your transactions and processing activity for high-risk practices or for fraudulent transactions.

6. Electronic Communications. The communications between you and Us via the Services use electronic means. For contractual purposes, you consent to receive communications from Us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other

communications that We provide to you electronically satisfy any legal requirement that such communications be in writing.

7. Privacy Policy. You acknowledge and agree that all information collected by Us is subject to Our Privacy Policy <https://cbna.com/privacy-policy> By using the Services, you consent to all actions We take with respect to your information in compliance with Our Privacy Policy.

8. Software Updates. We may, from time to time in Our sole discretion, develop and provide Software updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "Updates"). Updates may also modify or delete in their entirety certain features and functionality of the Services. You agree that We have no obligation to provide any updates or to continue to provide or enable any particular features or functionality of the Services.

9. Change and Suspension.

9.1 Changes to the Services. We reserve the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof at any time. You agree that We will not be liable to you or to any third party for any such change, suspension, or discontinuance.

9.2 Suspension/Termination of Access. We have the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of Service or if We believe there is suspicious or unusual activity related to your account. Neither termination nor suspension shall affect your liability or obligations under these Terms of Service. In the event that We suspend or terminate your access to the Services, you will continue to be bound by the Terms of Service that were in effect as of the date of your suspension or termination.

In the event We terminate your account, any transactions to Payees that We have processed before the termination date may be completed, however you should verify that such transactions have been completed directly with your intended Payee. We are not responsible for any payments not completed by Us as a result of termination.

10. Disclaimer; Limitation of Liability.

10.1 Disclaimer of Warranties. THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY PERSON ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, CONTENT, OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER

HARMFUL COMPONENTS, OR THAT THE SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

10.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 10.2, WE ARE FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE, IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE TOTAL AMOUNT OF \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF SERVICE FAIL OF THEIR ESSENTIAL PURPOSE.

10.3 Exclusions. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 10 may not apply to you. In such states, Our liability is limited to the maximum extent permitted by law.

11. Indemnification. You agree to indemnify, defend, and hold Us and Our officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) your use of the Services; (b) any violation of these Terms of Service or applicable law; and/or (c) any claims by another owner of a Funding Account you use in connection with the Payment Service or any joint account holder of an account on a Payee Site. We reserve the right, at Our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event, you agree to cooperate with Us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Service.

12. Third Party Materials. The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third Party Materials"). You acknowledge and agree that We are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

13. Third Party Platforms. We may provide the Services to you through the Payees Sites and/or other third-party websites, operating systems, platforms, and portals (collectively, "Third-Party Platforms"). Additional terms and conditions will apply to you with respect to your use of Third-Party Platforms, which are not under our control. We do not assume any responsibility or liability for your use of such Third-Party Platforms.

14. U.S. Export Controls. The Software may be subject to United States export laws, including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, rules, and regulations, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software available outside the United States.

15. Miscellaneous.

15.1 Geographic Restrictions. We are based in the United States. We make no claims that the Services are accessible or appropriate outside of the United States. Access to and use of the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

15.2 Governing Law; Jurisdiction and Venue. These Terms of Service and any dispute or claim arising out of or related to these Terms of Service, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of New York. Any legal suit, action, or proceeding arising out of or related to these Terms of Service or the Services or Content shall be instituted exclusively in the federal or state courts located in Onondaga County, New York. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15.3 Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES OR CONTENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

15.4 Waiver of Jury Trial. YOU HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES OR CONTENT.

15.5 Waiver and Severability. Our failure to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Service will continue in full force and effect.

15.6 Entire Agreement These Terms of Service, including Our Privacy Policy <https://cbna.com/privacy-policy> and additional documents incorporated herein by reference, constitute the sole and entire agreement between you and Us with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Consent to Use of Electronic Communications and Electronic Signatures

Community Bank, N.A. and Q2 CardSwap (“Q2 CardSwap” and, collectively with “we,” “us,” and “our,”) offer users of the Q2 CardSwap software (“Service”) the capability to initiate certain financial Transactions, as defined below, through the Service.

In order to provide you information in connection with such Transactions electronically instead of on paper, the Electronic Signatures i Global and National Commerce Act (ESIGN Act) and other applicable laws require us to obtain your advance consent electronically. We also need your general consent to use electronic records and signatures in our relationship with you relating to Transactions. *You must consent in order to proceed with Transactions electronically.*

In this Consent, “Transaction” means instruction for an automatic payment from, a Community Bank, N.A. account using the Service. “Communication” means each disclosure, notice, acknowledgement, agreement, record, document or other information related to a Transaction. “You” and “your” means the individual providing consent, whether that person is the account holder, joint account owner or an individual legally authorized to act on their behalf.

Scope of Consent

Your consent applies to any Communications we provide to you or that you sign or agree to or submit at our request in connection with this Service. Your consent only applies to this Service; it does not apply to any other business you may conduct with Community Bank, N.A.

How to access or request paper copies

After you have consented to receive Communications from us electronically with respect to a Transaction, a copy of the Communications related to a Transaction can be found on our website. You may also request, at any time, a paper copy of the E-Consent by contacting us at 866-764-8638. We will notify you at that time if there is a charge for providing paper copies.

How to withdraw your consent; consequences of withdrawing your consent

After you have given your consent to receive Communications from us electronically or provide agreement electronically, you may change your mind for any reason. To withdraw this consent, you may click on the “ESIGN Consent” icon within the Service and click “DO NOT CONSENT”. If you withdraw your consent to receive Communications electronically and elect to receive Communications in paper format only, you will no longer be able to initiate Transactions electronically using the Service and you must instead initiate Transactions by paper means. After you have withdrawn your consent, we will no longer provide you Communications electronically. Thereafter, if you wish to receive Communications in electronic format, you must provide your consent again.

How Communications will be sent to you electronically

With respect to each Transaction, we will send you Communications or request your signature or agreement electronically through the Service when you initiate the Transaction.

How to advise us of your new e-mail address

In connection with providing Communications electronically, we must maintain information about how to contact you electronically. If there are any changes in your contact information that would impact

our ability to contact you electronically (such as a change in email address), telephone us at 866-764-8638.

System Requirements

To receive and review electronic Communications within or from the Service, you must have access to: an active e-mail address;

- a current version of an Internet browser we support;
- a connection to the Internet;
- a current version of a program that accurately reads and displays PDF files; and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print and retain records on paper, and electronic storage if you wish to retain records in electronic form. If you have trouble printing or storing records, contact us at 866-764-8638 for assistance.

If our hardware or software application requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised requirements. Continuing to use electronic Communications and electronic agreement in connection with a Transaction after receiving notice of the change is reaffirmation of your consent.

Your consent

By clicking the 'CONSENT' button below, you confirm that:

1. You can access, have read and understand the terms and conditions of this Consent; and
2. You have the minimum hardware and software applications described above; and
3. You consent to the use of electronic Communications and electronic records and signatures in connection with a Transaction, until or unless you withdraw such consent as described above; and
4. If you are acting as a representative of an entity in initiating a Transaction, you are authorized to, and do, consent to the use of electronic Communications and electronic records and signatures in connection with the Transaction through the Service on behalf of such entity.

Last Updated - These Terms were last updated July 29nd, 2022, version 1.0