

## Terms and Conditions for CBNA Credit Companion<sup>SM</sup>

Use of CBNA Credit Companion<sup>SM</sup> is subject to the following CBNA Credit Companion<sup>SM</sup> Terms and Conditions, as amended from time to time. YOU MUST ACCEPT THE TERMS AND CONDITIONS BELOW BEFORE YOU WILL BE PERMITTED ACCESS TO CBNA Credit Companion<sup>SM</sup>. CBNA Credit Companion<sup>SM</sup> is supported by data and services from Experian Information Solutions, Inc. (the “Experian Credit Bureau”) and its service provider, CSIdentity Corporation, an Experian company (“CSID”) (collectively “Experian”).

As used herein, the terms "CBNA," "us," "we," or "our" mean Community Bank, N.A., or any affiliate, agent, service provider, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of CBNA Credit Companion<sup>SM</sup>; "you" or "your" means the individual that is the user of the service. When you use, access, or permit any other person(s) or entity to use or access CBNA Credit Companion<sup>SM</sup>, you agree to these terms and conditions. We may amend or change these terms and conditions from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail or by posting the updated terms on the CBNA website. Please access and review these terms and conditions regularly. If you find the terms and conditions unacceptable to you at any time, please discontinue your use of CBNA Credit Companion<sup>SM</sup> (see cancellation section below). Your use of CBNA Credit Companion<sup>SM</sup> after we have made such changes available will be considered your agreement to the change.

### Eligibility

You must be a U.S. resident, including any of its territories to enroll for and use of CBNA Credit Companion<sup>SM</sup>. You also must have sufficient credit history in your credit file with Experian® to generate a Vantage Credit Score and to provide credit report information. If Experian cannot match you with a credit report or is otherwise unable to obtain your VantageScore Credit Score, you will not be able to use CBNA Credit Companion<sup>SM</sup> until such time as you have built a sufficient credit history. We reserve the right to refuse access to CBNA Credit Companion<sup>SM</sup> at any time.

### Registration and Accurate Information

If you choose to access CBNA Credit Companion<sup>SM</sup>, you will be required to provide personal information to register and complete enrollment. You agree to provide accurate information in your registration and not to share your Community Bank, N.A. online banking password with third parties. You agree not to impersonate another person or to select or use a username or password of another person. You agree to notify CBNA and Experian promptly of any unauthorized use of CBNA Credit Companion<sup>SM</sup> and of any loss, theft or disclosure of your password. Failure to comply with these requirements shall constitute a breach of these terms and conditions and shall constitute grounds for immediate termination of your right to access CBNA Credit Companion<sup>SM</sup>.

### Your Authorization to CBNA to Obtain Your Credit Information

By clicking the “Submit” button during enrollment, you are providing written instructions under the Fair Credit Reporting Act and other applicable laws, including similar state laws, for Experian, including the Experian Credit Bureau, or any other consumer reporting agency to release your credit report information, for example a VantageScore Credit Score or employment and income information about you, to Community Bank, N.A. upon Community Bank’s request at any time as long as you are enrolled in the CBNA Credit Companion<sup>SM</sup> service. Community Bank, N.A. will use this information to provide you with the CBNA Credit Companion<sup>SM</sup> service, to market other products from time to time and to prefill and facilitate applications for products and services.

### CBNA Credit Companion<sup>SM</sup> Services

CBNA will be offering CBNA Credit Companion<sup>SM</sup> to its online banking and mobile app customers free of charge. Customers will get free access to their credit report, credit score, credit alerts, credit score simulator and debt analysis. A description of the CBNA Credit Companion<sup>SM</sup> services are set forth below:

- **VantageScore Credit Score**  
The credit score provided is you’re VantageScore Credit Score, which is a model created by the three major credit bureaus, Equifax, Experian, and TransUnion. VantageScore Credit Score predicts credit risk. Specifically, it measures the probability that a person will pay his or her debts on time. There are many

different credit scores in the marketplace based on different models with different scoring ranges. The scores provided by CBNA Credit Companion<sup>SM</sup> are for educational/informational purposes only. You can view your VantageScore Credit Score and CBNA Credit Companion<sup>SM</sup> as often as you like. It won't impact your credit score. CBNA Credit Companion<sup>SM</sup> can only evaluate the account information that appears on your Experian consumer credit report. Accounts not reported to or subsequently deleted from your Experian consumer credit report will not be reflected in your score. CBNA Credit Companion<sup>SM</sup> does not maintain your credit report information and is not able to make any changes to it. Your credit information will be presented to you by Community Bank, N.A. in an easy-to-read format. We intend for you to learn more about your credit score and the factors that impact it. Community Bank, N.A. is not responsible for inaccurate results, including any due to incorrect, incomplete, or outdated information in your credit report.

- **Credit Score Simulations**

CBNA Credit Companion<sup>SM</sup> has features that estimate how certain changes in your credit behavior may impact your credit score. These features show how these changes may impact the credit score displayed on CBNA Credit Companion<sup>SM</sup>, which is the VantageScore Credit Score. Simulated scores and score changes simulated by CBNA Credit Companion<sup>SM</sup> are only predicted estimates. CBNA Credit Companion<sup>SM</sup> does not guarantee that your actual credit score will change by the same amount, in the same way, or at all.

- **Credit Alerts**

Credit Monitoring keeps track of your credit health (credit report and credit related accounts) to help determine if someone is using your identity fraudulently and offers alerts when any new personal information or new credit activity occurs on your Experian<sup>®</sup> credit report. Monitoring your credit can help you detect possible identity fraud sooner and prevent surprises when you apply for credit. Credit alerts include new inquiries, address changes, new derogatory information (such as bankruptcies, delinquencies, and over limit), new public record, new accounts opened in your name and many more.

- **Debt Analysis**

Debt Analysis automatically captures and synchronize the debt record listed in the credit report. Your debt-to-income ratio (DTI) refers to the total amount of debt payments you owe every month divided by the gross income you earn each month. A DTI ratio is usually expressed as a percentage. This ratio includes all of your total recurring monthly debt — credit card balances, rent or mortgage payments, vehicle loans and more.

### **Communications**

You agree to receive these terms and conditions and all other communications regarding CBNA Credit Companion<sup>SM</sup> in electronic format. You agree that by using CBNA Credit Companion<sup>SM</sup>, all notices, alerts or other communications which we may be required to give you arising from our obligations under CBNA Credit Companion<sup>SM</sup> may be sent to your email address. By enrolling in CBNA Credit Companion<sup>SM</sup>, you are consenting to receive these communications. We will continue to honor any opt out requests that you have made for messages from Community Bank, N.A.

### **Marketing Our Products and Services**

You agree that by entering your information and continuing beyond the "Agree and Continue" button, or by otherwise accessing or using CBNA Credit Companion<sup>SM</sup>, you permit Community Bank, N.A. to periodically obtain your credit report to market our products and services to you.

### **You're Right To Receive A Free Credit Report From AnnualCreditReport.com**

CBNA Credit Companion<sup>SM</sup> provides you with your VantageScore Credit Score, related information and other credit report information. However, it's important to know that, by law, you also have the right to free credit reports from AnnualCreditReport.com or by calling 877-322-8228, which is the authorized source under federal law for free credit reports. By law, you may obtain one free credit report from each of the three national consumer reporting agencies (Experian Information Solutions, Inc., Equifax Inc., and TransUnion) during any twelve-month period. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### **New Features**

We may, from time to time, introduce new features to CBNA Credit Companion<sup>SM</sup> or modify or delete existing features at our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules and terms concerning these features.

### **Cancellation**

You may terminate your service with CBNA Credit Companion<sup>SM</sup> at any time by unenrolling in the product on Community Bank, N.A.'s online banking site or Community Bank, N.A. mobile app. You can do this by navigating to Credit Alerts and then scroll to the bottom of the page and click on the link Unenroll CBNA Credit Companion<sup>SM</sup> account. Your cancellation will be effective immediately. When you cancel, it does not affect the validity of any actions taken by us prior to your cancellation or while we are processing it. We may cancel CBNA Credit Companion<sup>SM</sup> or change these Terms and Conditions at any time in our discretion.

### **Trademark Information**

CBNA Credit Companion<sup>SM</sup>, logos, and service marks displayed on this web site (excluding those owned by Experian® and VantageScore Solutions, LLC) are properties of CBNA, its affiliates or their respective third party owners. Under no circumstances may you alter, modify, or change these logos and service marks. You are prohibited from using these logos for any purpose without written permission.

### **Binding Arbitration**

You agree that you are subject to the ARBITRATION AND WAIVER OF CLASS ACTION as set forth in CBNA's ACCOUNT AGREEMENT – TERMS AND CONDITIONS. Please refer to Section 34 ARBITRATION AND WAIVER OF CLASS ACTION in our [ACCOUNT AGREEMENT- TERMS AND CONDITIONS](#).

### **Limitation of Liability**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, NEITHER COMMUNITY BANK, N.A., ITS PARTNERS, NOR EXPERIAN SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF CBNA CREDIT COMPANION<sup>SM</sup>, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF CBNA CREDIT COMPANION<sup>SM</sup> IS AT YOUR SOLE RISK AND THAT CBNA CREDIT COMPANION<sup>SM</sup> AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU.

### **No Warranties**

YOU ACKNOWLEDGE THAT COMMUNITY BANK, N.A., ITS PARTNERS, AND EXPERIAN MAKE NO WARRANTY THAT CBNA CREDIT COMPANION<sup>SM</sup> WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, COMMUNITY BANK, N.A., ITS PARTNERS, AND EXPERIAN DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO CBNA CREDIT COMPANION<sup>SM</sup> AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING

THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

### **Other Agreements**

In addition to these terms and conditions, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either CBNA Credit Companion<sup>SM</sup> or products which may be offered to you with your CBNA Credit Companion<sup>SM</sup> service, including, but not limited to, any account agreements that apply to any Community Bank, N.A. accounts you may have, and with all applicable state and federal laws and regulations. In the event of a conflict between the terms of these terms and conditions and any applicable Community Bank, N.A. account agreements with us, the terms of these terms and conditions will control except as may be otherwise stated herein.

### **Termination**

We may terminate, suspend or limit your access privileges to CBNA Credit Companion<sup>SM</sup>, in whole or part, at any time for any reason without prior notice. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these terms and conditions for all purposes. We may determine other eligibility criteria in our sole discretion.

### **Disputes**

In the event of a dispute arising under or relating in any way to these terms and conditions or to CBNA Credit Companion<sup>SM</sup>, you and we agree to resolve this dispute by looking to these terms and conditions. If there is a conflict between what one of our employees says and these terms and conditions, these terms and conditions shall control.

### **Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using CBNA Credit Companion<sup>SM</sup> and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of CBNA Credit Companion<sup>SM</sup> or the use of CBNA Credit Companion<sup>SM</sup> by anyone using your account number, PIN, user ID or password or your violation of these terms and conditions or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of these terms and conditions.

### **Records; Communications**

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive. Unless otherwise prohibited by law, any communication or material you transmit to us via CBNA Credit Companion<sup>SM</sup> or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose. When you give us your mobile phone number, we have your permission to contact you at that number about all your Community Bank, N.A. accounts. It may include contact from companies working on our behalf to service your accounts.

Message and data rates may apply. You may contact us anytime to change these preferences.

### **Choice of Law/Successors**

These terms and conditions and their enforcement shall be governed by the laws of the State of New York, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. You irrevocably and unconditionally submit to the jurisdiction and venue of the United States District Court for the District of New York, or if such court does not have subject matter jurisdiction, to the courts of the State of New York.

**These terms and conditions and your use of the CBNA Credit Companion<sup>SM</sup> service will be governed by federal law, as well as the law of New York, and will apply no matter where you live or use this account.**

**Waiver**

We will not be deemed to have waived any of our rights or remedies under these terms and conditions unless such waiver is in writing and signed by us. 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.

**Severability**

If any provision of these terms and conditions conflicts with the law under which these terms and conditions is to be construed or if any provision of these terms and conditions is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these terms and conditions and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

**Risk of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

**Community Bank, N.A. Account Information**

Any CBNA account information provided to you as part of CBNA Credit Companion<sup>SM</sup> is not the official record of your CBNA account or its activity. Your account statement, furnished to you by us for accounts in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. CBNA Credit Companion<sup>SM</sup> information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

**Last Updated** - These Terms and Conditions were last updated May 1<sup>st</sup> 2023, version 1.0.

**Last Updated** - These Terms and Conditions were last updated December 18, 2023 to change Credit Companion<sup>SM</sup> to CBNA Credit Companion<sup>SM</sup>.