



Premier Business Connect Access and User Agreement

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time by accessing the Agreements tab within Premier Business Connect. We may amend this document from time to time and you should review it regularly. To print this document, select File, and Print from the menu bar.

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1. General Terms Applicable to All Online Users; Premier Business Connect Service Eligibility and Restrictions; Amendments

1.1 This Premier Business Connect Access and User Agreement (the “Agreement”) states the terms and conditions that govern your use of Community Bank, N.A.’s Premier Business Connect Services and any related Internet-based services which are offered by Community Bank, N.A. now or in the future (collectively, the “Premier Business Connect Service”). As used herein, the terms “Bank,” “us,” “we,” and “our” means Community Bank, N.A. or any other affiliate of the Bank that provides services to you, as well as any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the Premier Business Connect Service; and “you” and “your” means the person(s) or entity(ies) enrolled in and/or otherwise authorized to use the Services and the person(s) or entity(ies) identified on our records as the accountholder of the Account(s) associated with the Services.

1.2 The Premier Business Connect Service is an online banking services website offering a variety of content, products and services. You are eligible to use the Premier Business Connect Service if you maintain a checking Deposit Account and have executed a signature card and agreed to the terms and conditions of the Account Agreement, and we have otherwise approved your use of the Premier Business Connect Service in accordance with the service’s enrollment process and associated requirements. Except as otherwise expressly provided in this Agreement, to the extent that this Agreement is inconsistent with the terms of the Account Agreement, this Agreement and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

1.3 When you use or access, or permit any other person(s) to use or access the Premier Business Connect Service, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, as set forth in Section 35 of this Agreement. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please contact the Bank at 1-866-764-8638 and discontinue your use of the Premier Business Connect Service. Your use of the Premier Business Connect Service after we have made such changes available will be considered your agreement to the change. You will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing hereunder, even if we amend this Agreement.

1.4 The Services offered through our Premier Business Connect Service are available for non-consumer customers and for purposes of accessing and maintaining business banking accounts. For purposes of this Agreement, consumer and non-consumer accounts are defined in federal Regulation E as issued by the Bureau of Consumer Financial Protection. Generally, a consumer account is an account that is used for personal, family, or household purposes; all other accounts are non-consumer accounts. The services are not intended for and should not be utilized by or for certain fiduciary Accounts, Accounts requiring two or more signatures, Accounts in the name of a child under 18 years of age, or for any unlawful activity or purpose. Notwithstanding the foregoing, you acknowledge and agree that if you utilize the Premier Business Connect Service with such Accounts, you accept all risk associated with such action, and release and indemnify us from any claim or liability resulting from such action. You will be liable for all transactions that are made on an Account with multiple signers and/or users with transaction authority (whether or not said user is an authorized signer) on that account. You authorize all transactions made by any person designated as a user on such Account.

1.5 We grant to you, for your personal or internal business purposes only, a non-exclusive, non-transferable limited and revocable right to access and use the Premier Business Connect Service as well as any applicable software in object code. Any software products provided through the Premier Business Connect Service must be downloaded by you in the United States. You agree not to use the Premier Business Connect Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Premier Business Connect Service without our prior written consent. You further agree not to use the Premier Business Connect Service to pay Payees to

whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. You agree not to attempt to log on to the Premier Business Connect Service from any country under sanctions by the Office of Foreign Assets Control (“OFAC”). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Premier Business Connect Service from one of these countries may result in your access being restricted and/or terminated.

1.6 You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Premier Business Connect Service, or use the Premier Business Connect Service to develop similar functionality; (b) copy any portion of the Premier Business Connect Service, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Premier Business Connect Service or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Premier Business Connect Service; or (e) otherwise exercise any other right to the Premier Business Connect Service not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Premier Business Connect Service. No license or other right in or to the Premier Business Connect Service is granted to you except for the rights specifically set forth in this Agreement.

2. Meaning of Certain Terms.

Except as otherwise provided in this Agreement, the following meanings shall apply to all capitalized terms used in this Agreement:

“Access Devices” means collectively all security, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, electronic identities or signatures, encryption keys and/or individual passwords associated with or necessary for your access to and use of any Service(s) from time to time.

“Account(s)” means any Deposit Account(s) and/or Credit Account(s), as further defined herein, used in connection with any Service(s).

“Account Agreement(s)” means the terms and conditions of any Deposit Account Agreement(s), Credit Account Agreement(s), Fee Schedule, and any other agreements, disclosures and other documents issued by us and governing your deposit or credit relationship with the Bank, as the same may be amended from time to time.

“Administrator” or “System Administrator” means you, your employee(s) or such other person(s) that you (or any Administrator designated by you) designates on the Services’ enrollment or application form(s) (or by on-line changes to such designations as applicable) as being authorized to act on your behalf with respect to the administration of the Services, including assignment of Authorized User(s) and associated access rights.

“Authorized Representative” or “Authorized Signer” means a person designated by you as an individual authorized to act on your behalf and/or authorized to access and use the Services, as evidenced by certified copies of resolutions from your board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to us.

“Authorized User” or “Designee” means any person that your Administrator designates as being authorized to access or make any use of the Services on your behalf.

“Available Funds” means the dollar amount of money in a Deposit Account that is currently available for use. It considers all collected funds on deposit, all posted transactions, certain electronic transactions, any holds placed on the Deposit Account due to uncollected funds, pending deposits, or withdrawals, and any overdraft or other credit line balance associated with the Deposit Account. Please refer to our Funds Availability Policy and the Deposit Account Agreement for more information.

“Bank” means Community Bank, N.A

“Premier Business Connect Service” or “Services” means, collectively, the various electronic banking and/or associated business services provided by us (and/or our third-party service providers) to you from time to time pursuant to this Agreement, any appendices or other service agreements, exhibits, set-up form(s) and any service guides or manuals made available to you by us.

“Business Day” means Monday through Friday, excluding federal bank holidays.

“Card” refers to any credit or debit card issued by us.

“Credit Account(s)” means any line of credit, term loan or commercial or investment mortgage that you maintain with us that was established primarily for business or commercial purposes.

“Credit Account Agreement(s)” means the promissory notes, credit agreements, mortgages and any other documents, disclosures or agreements that you execute or otherwise agree to that establish your rights and responsibilities under and otherwise provide the terms and conditions of your Credit Accounts with us, each as may be amended from time to time.

“Deposit Account(s)” means any checking, money market or savings Account, certificate of deposit or other deposit account that you may have with us that was established primarily for business or non-consumer purposes.

“Deposit Account Agreement(s)” means the terms and conditions, Fee Schedule, and any other documents, disclosures or agreements that you execute or otherwise agrees to that establish your rights and responsibilities under and otherwise provide the terms and conditions of your Deposit Accounts with us, each as amended from time to time.

“Fee Schedule” means, at any given time, our then current schedule of customer fees and charges applicable to the Deposit Account(s) opened by you and maintained with us, as well as those applicable to the Services.

“Payee” or “Merchant” means anyone that you designate as a payee and we accept as a payee.

“Payment” means, with respect to the Bill Payment Service, your remittance to a Payee. Reference to time shall be to Eastern Time (“ET”).

“Primary Account” means the Account designated by you to which any fees associated with the Services may be charged when due in accordance with this Agreement. Unless otherwise agreed upon in writing by us, the address associated with the Primary Account for you shall be the address to which all notices and other communications concerning the Services may be sent by us.

3. General Features of the Services

3.1 You can utilize the general features of the Services to perform the following functions, as may be further described in this Agreement: (a) transfer funds between Deposit Accounts and/or certain Credit Accounts with us; (b) obtain current balance and other Deposit Account information; (c) obtain Credit Account information; (d) borrow from your credit line and deposit the funds into your Deposit Account; (e) make payments from your Account to your credit line or loans; (f) place stop payments; and (g) perform other Services and transactions as may be offered by us from time to time. The Services chosen or utilized by you may be modified from time to time by you, or by your Authorized Representative or Administrator with the requisite authority, and as approved by us where applicable. The Services offered (individually or as a whole) may be added or eliminated from time to time in 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 features when they become available, you agree to be bound by the rules concerning these features.

3.2 In addition to the Premier Business Connect Service's general features, additional features or modules related to the services may be offered from time to time by us, in our sole and exclusive discretion, including by way of example but not by limitation, the following:

(i) Bill Payments. Bill payment services are subject to the term and conditions set forth in this Agreement and/or as may be provided at the time of enrollment. This Service allows you to schedule certain payments from your designated checking Account for current, future, and recurring bills.

(ii) ACH Originations. Automated Clearing House (ACH) originations are subject to the terms and conditions of our ACH Origination Service Addendum and/or related agreement(s). This Service allows you to initiate and approve (with pre-authorization) certain ACH transactions that you desire us to enter into the ACH network on your behalf.

(iii) Wire Transfers. Wire transfers are subject to the terms and conditions of our Wire Transfer Service Addendum. This service allows you to request certain wire transfer payment orders to be made to third parties on your behalf.

4. Computer Requirements.

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Premier Business Connect Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Premier Business Connect Service, and for the transmission and receipt of information using such Systems. Your Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as we may specify from time to time. You acknowledge that you have requested the Premier Business Connect Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet service provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Agreement, if we believe immediate action is required for the security of the Bank or your funds, we may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to you. Our documents regarding the suggested methods of securing your Systems are posted on our website at: www.cbna.com.

5. Administrator and Authorized Users.

5.1 You shall designate one or more employees who will act as Administrator(s) with respect to the Services. You are solely responsible for designating your Administrator(s). The Administrator may designate other Administrators and/or Authorized Users as described below. Notwithstanding the foregoing, we recommend, as an additional security procedure, that you designate only one Administrator at a time.

5.2 Each Administrator will be assigned a user identification (“User ID”) and will choose a password. The Administrator(s) will be responsible for establishing other Authorized Users within the online system, assigning their User IDs, transaction limits, and specific responsibilities. Each Authorized User will in turn be assigned a User ID and will choose a password. You accept as your sole responsibility the Administrator’s designation of other Administrators and Authorized Users. You understand that the Administrator will control, and you authorize the Administrator to control, access by other Administrators and Authorized Users of Premier Business Connect Service by instructing us to issue Access Devices. The Administrator(s) may instruct us to add, change or terminate your Authorized User(s) or de-activate an Access Device(s) from time to time and in such Administrator(s) sole discretion. We do not control access by any of your Authorized Users to any part or feature of the Premier Business Connect Service. Through the designation of the Administrator(s) and by and through the authority granted to that individual to further assign Authorized User accounts, rights, and responsibilities, you confirm and certify that the authorities granted are consistent with and supported by a resolution of your governing board or similar authority.

5.3 You will require each Administrator and each Authorized User to review and comply with all provisions of this Agreement and any associated Service agreements. You acknowledge and agree that you are fully responsible for the failure of any Administrator or any Authorized User to so comply. You are responsible for any payment, transfer and other use of the Services and any charges incurred by any Administrator and any Authorized User, even if such Administrator or Authorized User exceeds the Administrator(s) authorization as established by you.

5.4 If an Authorized User authorizes other persons/entities to use the Authorized User’s Access Devices in any manner, such authorization will be considered unlimited in amount and manner until you have notified us in writing as set forth in this Agreement that you have revoked the authorization and changed, or caused us to change, the subject Authorized User’s Access Devices. You are responsible for any transactions made by such person/entity until you notify us that transfers by that person/entity are no longer authorized and we have had a reasonable opportunity to act upon the requested change. We will not be liable for, and will not reimburse you for, any losses that may occur as a result of this authorized use of an Authorized User’s Access Devices.

5.5 You shall notify us of any changes in access to or use of the Services by the Administrator(s) or Authorized User(s) in accordance with the terms of this Agreement. Notwithstanding the foregoing, whenever an Administrator or Authorized User leaves your employ or you otherwise revoke an Administrator’s or Authorized User’s authority to access or use the Services, you must notify us in writing immediately.

6. Passwords; Access Devices; Security Procedures; Data Breaches.

6.1 We may at our option change the parameters for the password used to access the Premier Business Connect Service (“Password”) without prior notice to you, and if we do so, you will be required to change your Password the next time you access the Premier Business Connect Service. Individual passwords can be changed within the Services, and we recommend that you and all Authorized Users change individual passwords at least every one hundred twenty (120) calendar days. To prevent unauthorized access to your Accounts and to prevent unauthorized use of the Premier Business Connect Service, you agree to protect and keep confidential your Card number, Account number, PIN, User ID, Password, or other means of accessing your Accounts via the Premier Business Connect Service. The loss, theft, or unauthorized use of your Card numbers, Account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your Accounts, plus any amount available under your overdraft protection credit line, or draws on your Credit Card Account. It could also permit unauthorized persons to gain access to your sensitive personal and Account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, Account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with

such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Premier Business Connect Service or to access or use your Card numbers, Account numbers, PINs, User IDs, Passwords, or other means to access your Accounts, you are responsible for any transactions and activities performed from your Accounts and for any use of your personal and Account information by such person(s) or entity. If you believe someone may attempt to use or has used the Premier Business Connect Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-866-764-8638, followed by written confirmation, and will immediately change the Passwords through the Premier Business Connect Service.

6.2 Upon successful enrollment, you can access the Services from our designated website, using the Services' Access Devices and security procedures applicable to your access to and use of the Services, as described in **Schedule A** attached to this Agreement and in any associated agreements from time to time. The Access Devices identify and authenticate you (including the Administrator and Authorized Users) to us when you accesses or uses the Services. We are entitled to act upon instructions received with respect to any Services when submitted via the Access Devices, without inquiring into the identity of the person using the Access Devices. You authorize us to rely on the Access Devices to identify you when you access or use any part or feature of the Services and as signature authorization for any payment, transfer or other use of the Services. You agree that you will not under any circumstances disclose the Access Devices to anyone, including anyone claiming to represent the Bank. You acknowledge that no one from the Bank will ever ask you for the Access Devices, and that our employees do not need the Access Devices for any reason. You shall be liable for all transactions made or authorized with the use of your Access Devices. You agree that if you give the Access Devices to anyone or fail to safeguard their secrecy, you do so at your own risk because anyone with your Access Devices could have access to the Services and thus to your Account(s). If you have reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a payment or other use of the Services has been or may be made with any Access Devices without your permission, your Administrator must notify us and instruct us to de-activate, and has the sole responsibility for instructing us to de-activate, any such Access Device(s). You agree that if you believe the secrecy of the Access Devices has been compromised, you will immediately notify us of that fact at 1-866-764-8638 followed by written confirmation. We own the Access Devices, and you may not transfer them to any other person or entity.

6.3 You agree to provide accurate and complete personal information and Account information required to activate and utilize the Services and to keep your personal information and Account information up-to-date and accurate. Further, you agree to monitor your Accounts and balances, as well as your Systems, for unusual activity or unauthorized access and to us immediately at 1-866-764-8638 of any issues. You are in the best position to monitor your Accounts, balances, and Systems and the monitoring performed by us is designed to address regulatory and industry standards, but does not prevent all errors or unauthorized activity. We make no guarantees or representations regarding the monitoring of your Accounts.

6.4 You and the Bank shall comply with the security procedures described in **Schedule A** attached hereto and as applicable with respect to any payment, transfer or other use of the Services. We have developed these security procedure requirements to create a "commercially reasonable" method of providing security against unauthorized use of the Services, as such term is defined by the Uniform Commercial Code. You agree that the security methods utilized by the Bank are commercially reasonable and your continued use of the Premier Business Connect Service evidences your agreement. The purpose of such security procedure is to attempt to verify the authenticity of any payment, transfer or other use of the Services by you and not to detect errors in any payment, transfer or other use of the Services. No security practice or procedure for the detection of any such error has been agreed upon between you and the Bank. We may, from time to time, propose modified, additional or enhanced security procedures for use with the Services. You agree that if you decline to use any such modified, additional or enhanced security procedures, you will be liable for any losses that would have been prevented by such modified, additional or

enhanced security procedures. Notwithstanding anything to the contrary contained in this Agreement, if we believe immediate action is required for the security of the Bank or your funds, we may initiate additional security procedures immediately and provide prompt subsequent notice thereof to you. You agree that any election you may make to change or waive any security procedures recommended by us is at your risk and that any loss resulting in whole or in part from such change or waiver will be your responsibility. You have been presented with the security procedures and features of the Services, and have had an opportunity to assess the features and ask any applicable questions you may have. If you are not satisfied with the security procedures and features of the Services at any time, you should discontinue your use of the Services. Your continued use of the Services will be considered your acknowledgement and acceptance of this Section and the terms of this Agreement.

6.5 You are strictly responsible for establishing and maintaining your own appropriate and commercially reasonable security procedures to safeguard against the unauthorized use of the Services and to prevent loss, theft or unauthorized access to data or information (“Data Breaches”). You agree to promptly investigate any suspected Data Breaches and monitor your Systems regularly for unauthorized intrusions. You will provide prompt and accurate notification to us by calling us at 1-866-764-8638 with regard to any Data Breaches when known or reasonably suspected by you, and will take all reasonable measures, which may include, without limitation, retaining computer forensic experts, to determine the scope of any data or transactions affected by any Data Breaches, providing all such determinations to us. You shall prevent and safeguard against unauthorized transmissions, disclosures and access to security-related items, including information associated with payment, transfer or other use of the Services, such as security procedures, instructions, passwords and user identifications, and systems and equipment that interface with, connect to or allow access to the Bank, our information, systems and equipment (hereinafter referred to collectively as “Security-Related Items”). You shall establish, maintain and enforce your own commercially reasonable security practices, techniques and procedures with respect to access to, storage and maintenance of Security-Related Items to safeguard against unauthorized transmissions and unauthorized access to Security-Related Items. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in this Agreement.

6.6 You warrant that no individual will be allowed to make any payment, transfer or other use of the Services without proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the security procedures and any Passwords, codes, security devices and related instructions provided by us in connection with the security procedures and to restrict access thereto to your employees trusted with the duty to conduct transactions on your behalf. If you suspect, know, believe or have reason to believe that any such information or instructions have been known or otherwise accessed by unauthorized persons, you agree to immediately notify us by phone at 1-866-764-8638, followed by written confirmation. The occurrence of unauthorized access shall not affect any payment, transfer or other use of the Services made in good faith by us prior to the receipt of such notice and within a reasonable time period after notice is received to allow sufficient time for us to respond to such notice.

6.7 THE BANK’S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM. IF A SECURITY PROCEDURE INVOLVES THE USE OF ACCESS DEVICES, YOU SHALL BE RESPONSIBLE TO SAFEGUARD THESE ACCESS DEVICES AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. YOU HAVE THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURE OR ACCESS DEVICES TO ANYONE. YOU HAVE THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN PROCEDURES TO ENSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE SECURITY PROCEDURE.

7. Hours of Access.

The Services are generally available seven (7) days a week, twenty-four (24) hours a day, or for such lesser periods as may be established by us with respect to certain features or modules associated with the Services. Some or all features of the Services may not be available from time to time due to problems arising in connection with transmissions over the Internet, as well as emergency or scheduled system maintenance. We will use commercially reasonable efforts to post a notice of any extended periods of non-availability on the Premier Business Connect Service. Certain transactions posted outside normal business hours, including but not limited to those initiated using the Bill Payment Service, will not take effect until the next Business Day.

8. Cut-Off Times.

A number of the Services are subject to processing cut-off times on a Business Day. You can obtain information on our current cut-off time(s) for the specific services by reviewing this Agreement and associated addendums related to the Service or by calling our Commercial Services Support Department at 1-866-764-8638 during normal business hours. Instructions received after a cut-off time or on a day other than a Business Day may be deemed received as of the next Business Day.

9. Internal Transfer Service.

An “Internal Transfer,” meaning a transfer between your eligible Accounts, may be processed as follows:

9.1 One-Time Transfers.

(i) One-time transfers and payments are used for transfers and payments between eligible Accounts which occur on an infrequent or irregular basis, or which vary in amount. Such transfers may only be scheduled for a Business Day. To have a transfer processed on the same Business Day, we must receive your instructions before 7:00 p.m. ET. You must have sufficient Available Funds (either in the Account or via an overdraft line of credit) on the day and at the time you request a same-day one-time transfer, as the transfer is memo-posted to your Account immediately. Pending same-day one-time transfers may be cancelled up to the established funds transfer cut-off time displayed on the Service’s site.

(ii) You may also request that a transfer be made on a future date that you designate which in advance of the Scheduled Transfer Date. Such transfers may only be scheduled for a Business Day. The “Scheduled Transfer Date” will be the effective date you enter, or the previous Business Day should the effective date fall on a weekend or holiday. If you request a transfer for a future date, we process the transaction at the close of business on that day only if it is a Business Day; otherwise, the transaction will be processed on the following Business Day. If we receive your instruction after the end of a Business Day, we will process the transaction on our next Business Day.

(iii) If you designate an Internal Transfer for a future date, you must have sufficient Available Funds before the established funds transfer cut-off time displayed on the Premier Business Connect Service’s site. Scheduled future Internal Transfers may be cancelled up to 7:00 p.m. ET on the Scheduled Transfer Date.

9.2 Recurring Transfers. If you designate an Internal Transfer as a recurring transfer, you may request, and we will use, a Scheduled Transfer Date that re-occurs on a specified regular basis (e.g., weekly, semi-monthly, monthly, etc). You will designate a “start date” and may also designate an “end date”. You must have sufficient Available Funds before the established funds transfer cut-off time on the Scheduled Transfer Date as displayed on the Service’s site. Recurring transfers may be cancelled up to 7:00 p.m. ET on the Scheduled Transfer Date.

9.3 Limits on Internal Transfers. In addition to the limits described above and in this Agreement generally, please see the applicable Deposit Account Agreement for a more detailed description of limits on Internal Transfers.

9.4 Internal Transfers may be set-up as follows:

(i) Account Designation. You will designate Accounts between which you may transfer funds electronically through the Premier Business Connect Service. All of these Accounts must be in your name (as owner or co-owner) and be eligible for Internal Transfers. Eligible Accounts for Internal Transfers include checking, money market, savings and loan Accounts.

(ii) Funds Availability. Although you receive immediate provisional credit upon completion of a Service session for same-day one-time transfers made during the session, you must make Internal Transfers by 7:00 p.m. ET for those funds to be posted on an Account on the same Business Day and to be available for non-Services transactions. Internal Transfers designated as same-day one-time transfers made after the established funds transfer cut-off time will be available for the payment of non-Services transactions on the following Business Day.

9.5 In order to cancel or change a scheduled transaction that is a future-dated or a recurring Internal Transfer, you may follow the instructions provided on the Service's site, all in accordance with the Service's deadlines for cancellation or modification as described therein. You may also contact us as provided in Section 19 of this Agreement for assistance prior to the Scheduled Initiation Date.

10. Posting of Internal Transfers.

We will use commercially reasonable efforts to see that Internal Transfers initiated through the Services before 7:00 p.m. ET on a Business Day (or such other cut-off time as may be displayed on the Services' site from time to time) are posted to your Account the same day. Transfers completed after such cut-off time on a Business Day or on a Saturday, Sunday or banking holiday, will be posted on the next Business Day. The Services identify transfers based upon the User ID of the Authorized User who made the electronic transfer.

11. Stop Payment.

You may use the Premier Business Connect Service to initiate a stop payment request for any check (except for checks associated with the Bill Payment Service) that you have written from your Accounts. (Stop payments on checks and transactions associated with the Bill Payment Service must be placed in accordance with the Bill Payment Service terms and conditions set forth in Section 24 of this Agreement.) You agree that any stop payment request associated with your Account shall be null and void after six (6) months from the date of the order, or such earlier time as communicated by us to you. You agree to provide all required information relating to stop payment requests. If you fail to provide us with complete information or if the information you provide is incorrect, we shall not be responsible for any failure to stop payment on such item. You understand that if the stop payment request comes too late for us to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then your stop payment request shall be of no effect. You agree not to make a claim against us if the check is paid through inadvertence, accident, oversight or if we are required to pay such check by a holder in due course or if by reason of such payment, other items drawn on your Account(s) are returned insufficient. You agree to indemnify and hold us harmless from and against any and all losses, damages and expenses, including court costs and attorney's fees, incurred by us due to our refusal of payment of any check or other item in accordance with your instructions.

12. Fees and Charges.

You agree to compensate us for the Services in accordance with the applicable Fee Schedule in effect from time to time that applies to the Services, as set forth in **Schedule B** (the “Service Fees”). By and upon entering into this Agreement, you acknowledge receipt and acceptance of the Service Fees and agree to be bound by their terms, as those terms may be amended from time to time. You authorize us to charge your Primary Account for all applicable charges and fees for the Services to the extent that such charges and fees are not offset by earnings credits or other allowances for your Deposit Account(s) with us. If the balance of Available Funds in the designated account is not sufficient to cover such fees, we may charge such fees to any other Deposit Account maintained by you with us. We may amend the Service Fee(s) at any time and we will give you notice of such changes in accordance with applicable law.

13. Overdrafts; Set-Off.

We may, but shall not be obligated to, complete any transaction in connection with providing the Services hereunder if there are insufficient Available Funds in your Account(s) to complete the transaction. In the event an overdraft in your Accounts should occur with respect to the Services, including but not limited to as a result of your failure to maintain sufficient balances in any of your Accounts, you shall be responsible for repaying the overdraft immediately, as well as any applicable overdraft fee, without notice or demand. We have the right, in addition to all other rights and remedies available to us, to set-off the unpaid balance of any amount owed us in connection with the Services against any debt owing to you by us, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by the Bank, whether collected or in the process of collection, or in any other Account maintained by you at, or evidenced by any certificate of deposit issued by, the Bank. If any of your Accounts become overdrawn, under-funded or for any reason contain a negative balance, then we shall have the right of set-off against all of your Accounts and other property or Deposit Accounts maintained at the Bank, and we shall have the right to enforce our interests in collateral held by us to secure your debts to the Bank arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

14. Limits on Amounts and Frequency of Transactions.

The number of transfers from Accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable Account Agreement. In addition, if a hold has been placed on the deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. By regulation, certain restrictions apply to the number of Internet transfers from savings Deposit Accounts (including money market Accounts) processed in a statement cycle. Transfers from savings Deposit Accounts to another Account or to third parties by preauthorized, automatic, telephone or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six (6) per monthly statement cycle. There are no limits on withdrawals or transfers that you make in person at any of our branches or at an automated teller machine (“ATM”). If you exceed these limits more than occasionally, we may convert your savings Deposit Account to a transaction Deposit Account. If we convert your Deposit Account, we will inform you and will tell you what kind of Deposit Account was used. Any fee that will be charged for each debit transaction from a savings Deposit Account in excess of the above limitations will be set forth in the Fee Schedule.

15. Periodic Statements.

You will not receive a separate Premier Business Connect Service statement. Transfers to and from your Accounts using the Services will appear on the respective periodic statements for each of your Accounts, as applicable. Statements will be provided in paper form unless you elect the eStatements Service as further

described below.

16. Duty to Inspect; Errors or Questions about Electronic Transactions.

16.1 You are responsible for monitoring your use of all Services provided by us, including each individual transaction processed by us, and notifying us of any errors or other problems no later than ten (10) calendar days (or such longer period as may be required by applicable law) after we have made available to you any report, statement or other material containing or reflecting the error, including an account analysis statement or Internet account access. Except to the extent required by law, failure to notify us of an error or problem within such time will relieve us of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event you fail to report such error or problem within thirty (30) calendar days (or such longer period as may be required by applicable law) after we made available such report, statement or Internet Account access, the transaction shall be deemed to have been properly authorized and executed, and we shall have no liability with respect to any such error or problem.

16.2 You will call or write to us at the number/address provided in Section 19 of the Agreement if you think:

- (i) Your statement or transaction record is wrong, or
- (ii) Your need more information about a transaction, including one listed on the statement.

Include the following information in the correspondence:

- (i) Your name and Account number;
- (ii) A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information; and
- (iii) The dollar amount of the suspected error.

We will inform you about the results of our investigation within a reasonable time after you contact us as required above.

17. Bank Responsibilities; Limitations on Liability; Indemnity; Disclaimer of Warranties.

17.1 In the performance of the Services addressed by this Agreement, we shall be entitled to rely solely on the information, representations, and warranties provided by you pursuant to this Agreement, and shall not be responsible for verifying the accuracy or completeness thereof. We shall be responsible only for performing the Services expressly provided for in this Agreement, and, subject to the disclaimers and limits on our liability set forth herein, shall be liable only for and to the extent of our gross negligence or willful misconduct in performing the Services. We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any instruction or transaction received from you or through your Access Devices) or those of any other person, including without limitation any financial institution or transmission or communications facility, and no such person shall be deemed our agent.

17.2 You acknowledge and agree that you are personally responsible for your conduct while using the Premier Business Connect Service 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 the Premier Business Connect Service or the use of the Online Service by anyone using your Card number, Account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this subsection shall survive termination of this Agreement.

17.3 EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT 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 THE PREMIER BUSINESS CONNECT SERVICE, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, 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 DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT TO THE EXTENT OTHERWISE PROVIDED BY LAW OR THIS AGREEMENT, OUR AGGREGATE LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND EXPENSES INCURRED IN CONNECTION WITH ANY SINGLE CLAIM OR GROUP OF RELATED CLAIMS UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONTHLY BILLING TO YOU FOR THE SERVICES OVER THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE DAMAGE OR INJURY GIVING RISE TO SUCH CLAIM IS ALLEGED TO HAVE OCCURRED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PREMIER BUSINESS CONNECT SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, 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. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE PREMIER BUSINESS CONNECT SERVICE 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, WE DISCLAIM 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 THE PREMIER BUSINESS CONNECT SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF THE BANK AND OUR SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

17.4 Notwithstanding the foregoing, if you incur a loss pursuant to a transaction which you have properly processed through the Services, due to our gross negligence or willful misconduct in the handling of such transaction, we will be responsible for returning any improperly transferred funds, with interest at the rate paid by us at such time on statement savings accounts, from the date of such error to, but not including, the date such funds are returned to the account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. RE-CREDITING OF YOUR ACCOUNT AND RE-DIRECTING OF PAYMENTS AND TRANSFERS, AND INTEREST ONLY AS PROVIDED IN THE IMMEDIATELY PRECEDING

SENTENCE, SHALL CONSTITUTE OUR ENTIRE LIABILITY FOR INCOMPLETE OR INCORRECT PAYMENTS OR TRANSFERS, AND YOU AGREE THAT YOU SHALL NOT BE ENTITLED TO ANY OTHER RECOVERY OR RELIEF. At our option, payment of such interest may be made by crediting your Account with us.

17.5 You acknowledge and agree that our provision of the Services hereunder may be interrupted from time to time. Without limiting the generality of the foregoing, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment or software error or malfunction, war, acts of terrorism, emergency conditions or other circumstances beyond our control. From time to time we may need to temporarily suspend processing of a transaction for greater scrutiny or verification, including, but not limited to, suspending processing to review for suspected fraudulent activity or for OFAC compliance in accordance with applicable OFAC guidance, and we shall be excused if this action causes delay in the settlement and/or availability of the transaction. In addition, we shall be excused from failing to transmit or delay in transmitting a payment, transfer or other use of the Services (i) if, in our reasonable judgment, processing a payment, transfer or other use of the Services would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any applicable rule, law, regulation, or regulatory requirement; (ii) if we reasonably suspects that a transaction involves fraudulent activity, or (iii) if processing a payment, transfer or other use of the Services, in our sole discretion, would cause us to engage in an unsafe or unsound practice.

18. Contacting the Bank; Notices; Instructions.

18.1 Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

18.2 You may telephone and/or write us at the phone number and address provided in Section 18.3 with any questions regarding the Services and to: (a) inquire about the receipt and/or amount of credits to your Account(s), (b) notify us if your Access Devices are lost or stolen, (c) notify us of unauthorized transactions appearing on your statement or (d) change your mailing or email address.

18.3 Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement by you to us shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and addressed to:

COMMUNITY BANK N.A.
Attention: Commercial Services Support
1 Tallman Road
Canton, NY 13617
Phone: 866-764-8638

If you have questions about these Services, or need technical or other assistance, you may also contact us by electronic mail at commercialservices@cbna.com.

18.4 You authorize us to, and you agree that we may, send any notice or communication that we are required or permitted to give to you under this Agreement, including but not limited to notice of any change to the Services or this Agreement, to your business mailing address or your business e-mail address as it appears on our records, or electronically by posting the notice on our Premier Business Connect Service site or our home page at www.cbna.com, on an Account statement or via facsimile, and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your business mailing or e-mail address and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such

notice. You agree that we may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner or Administrator.

19. 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. All electronic or other files, entries, security procedures, and related records used by us for transactions contemplated by this Agreement shall be and remain our property. We may, at our sole discretion, make available such information upon your request. Any expenses incurred by us in making such information available to you shall be paid by you. Unless otherwise prohibited by law, any communication or material you transmit to us via the Premier Business Connect Service or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Notice, including reproduction, publication, broadcast and posting. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of the Premier Business Connect Service. You agree to provide a valid e-mail address so that we may send you certain information related to the Premier Business Connect Service. If you provide us with your phone number, including cell phone number, as a contact for any of the products or services offered through the Premier Business Connect Service, you agree that we may contact you at this number using an automatic dialing system, pre-recorded messages and/or electronic text messages.

20. Joint Accounts; Designated Affiliates.

When your access to the Services is linked to one or more jointly owned Accounts, we may act on the verbal, written or electronic instructions of any joint owner of those Accounts. Each owner of a Deposit Account is authorized to access all of the Available Funds held in that Deposit Account through the Services. Use of the Services by you in conjunction with your certain designated affiliates may require our prior consent, in our sole and exclusive discretion, and additional documentation. Additional limits on such use may also apply.

21. Hyperlinks.

We may elect to display one or more hyperlinks on the Online Banking Service website from time to time. A hyperlink is any highlighted words or phrases in a document that allows you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a third party website over which we have no control. We disclaim any responsibility for the content, products and services provided at linked third party websites. We are not liable for any failure of the products or services advertised on third party websites. You should be aware that third party websites may have privacy policies that differ from our Privacy Notice; it is your responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to you. The linked third party websites may provide less security than our website.

22. Cooperation in Loss Recovery Efforts.

In the event of any damages for which you or we may be liable to each other or to a third party pursuant to the Services provided under this Agreement, you and we shall undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

23. Additional Terms and Conditions - Bill Payment Service.

Through the Services, you may subscribe to our optional Bill Payment Service (the “Bill Payment Service”). The Bill Payment Service allows you to schedule Payments through the Premier Business Connect Service for current, future, and recurring bills from your designated checking Account in accordance with this Agreement. Use of the Bill Payment Service indicates acceptance of terms and conditions set forth herein. These terms and conditions may be jointly and/or independently amended from time to time in accordance with this Agreement.

23.1 Requirements and Restrictions. Requirements for dual signatures on checks do not apply to the Bill Payment Service. To subscribe to the Bill Payment Service, you must have at least one checking Account with us, and this Account must be in good standing with us in accordance with our criteria. We will not permit you to use a money market or savings Account as your designated Bill Payment Service Account because federal regulations require us to limit the number and types of transfers from those types of Accounts. You are solely responsible for controlling the safekeeping of and access to our Bill Payment Service information. You are liable for all transactions you make, or that you allow another person to make (whether or not authorized by you), even if that person exceeds his or her authority.

23.2 Payee Designation. You can use the Bill Payment Service to make Payments to almost any Payee or Merchant that you wish, including individuals, local service providers, utilities, credit cards, to make mortgage and loan Payments, or charitable donations. The Bill Payment Service cannot be used to make Payments for the following: (i) Payees located outside the United States; (ii) tax or other Payments to the Internal Revenue Service or any state, local or other governmental agency; (iii) court-ordered Payments (e.g., child support or alimony); or (iv) in connection with any unlawful activity or purpose (e.g., gambling). Notwithstanding the foregoing, if you use the Bill Payment Service to make governmental, court-ordered or certain other Payments, we shall not be responsible for any penalties, interest, late fees or other similar amounts you may be assessed as a result of delays in the delivery, or the non-delivery of the Payment, or the delayed or improper crediting of the Payment. We reserve the right to refuse to make a Payment to a particular Payee or categories of Payees through the Bill Payment Service. You agree to indemnify, defend, and hold us harmless for any loss, damage, or expense (including reasonable attorney fees) arising from or related to your impermissible use of the Bill Payment Service.

By furnishing us with the names of your Payees and their addresses, you give us authorization to follow the Payment instructions which you provide. When we receive a Payment instruction for the current date or a future date, we will remit the funds to the Payee on your behalf from the funds in your designated Account, on the date you have instructed them to be sent (“Payment Date”). We are not obligated to pay funds from your Account if the Available Funds are insufficient to cover the Payment. You may incur additional fee(s) (overdraft or other NSF fees) associated with a requested Payment when the funds in your designated Account are not available.

We are not responsible if a Payment cannot be made due to incomplete, incorrect or outdated information provided by you regarding a Payee, or if you attempt to pay a Payee that is not on our Payee list.

23.3 Making/Scheduling Payments. You may use the Bill Payment Service to authorize recurring payments or non-recurring (single) payments. A non-recurring (single) payment will be processed on the Business Day (generally Monday through Friday, except certain holidays) that you designate as the Payment’s processing date, provided the Payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is 3:00 p.m. ET, or as may otherwise be displayed from time to time on the Bill Payment Service’s site. A single Payment submitted after the cut-off time on the designated processing date will typically be processed on the next Business Day. If you designate a non-Business Day (generally weekends and certain holidays) as the Payment’s processing date, the Payment will be processed on the first Business Day following the designated processing date.

When a recurring Payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the Payment, a processing date is calculated for the next occurrence of the Payment. If the calculated processing date is a non-Business Day (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring Payment's "Pay Before" option is selected, the processing date for the new occurrence of the Payment is adjusted to the first Business Day prior to the calculated processing date.
- If the recurring Payment's "Pay After" option is selected, the processing date for the new occurrence of the Payment is adjusted to the first Business Day after the calculated processing date.

Note: If your frequency settings for the recurring Payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

We limit the amount of each individual Bill Payment Service transaction to \$25,000 and this limit may be adjusted by us in our sole discretion. The Payment method may be electronic or by check. Payments must be scheduled at least five (5) Business Days for check Payments and two (2) Business Days for electronic Payments prior to the due date to allow adequate time for the Payment to reach the Payee and to avoid incurring a possible finance charge or other charge from the Payee. The due date is the date the Merchant has designated for Payment, and should not be adjusted for any grace period or late date accommodations the Merchant may provide. Due to factors beyond our control such as the U.S. Mail and Payment processing at the Merchant, it is not guaranteed that a Payment will post by the fifth Business Day (or second Business Day, if issued electronically). If you fail to schedule your Payment according to the recommended timeframe, we will not be responsible for any late fees or finance charges. We will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee.

You agree to have Available Funds on deposit in the account that you designate in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have with us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in your designated Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree that we, at our option, may charge and/or setoff any of your Accounts with us to cover such Payment obligations, in accordance with the terms of this Agreement.

23.4 Change or Delete Payments/Stop Payments. A Payment can only be changed or cancelled while it is pending. We shall not be liable to you for a cancel or stop payment request if your request is not presented to us with adequate time to cancel or change the Payment request. Once the Payment has cleared, you can no longer stop or cancel the Payment.

As with other Services, you are solely responsible for controlling the safekeeping of and access to your Bill Payment Service information. You are liable for all transactions made with your User ID, Password and associated Access Devices. If you want to terminate another Authorized User's authority to make Payments on your behalf, the Administrator must revoke that User ID, or change the specific responsibilities associated with that User ID. In the event that you believe you have experienced unauthorized access to the Bill Payment Service, notify us immediately at 1-866-764-8638 of the unauthorized access and identify the unauthorized Payments made or potential Payments scheduled. The best ways of reducing your possible losses is to change your User ID and Passwords and to call us immediately.

You are responsible for any Payment request made that contains an error or is a duplicate of another Payment. We are not responsible or liable for any Payment if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or

communication facility, and no party shall be deemed to be our agent, as further set forth in Section 18 of this Agreement.

Notwithstanding any of the forgoing, our liability shall be subject to and limited by the terms of Section 18 of this Agreement.

23.5 Termination of Bill Payment Service. In addition to the terms of Section 28 of this Agreement, we reserve the right to terminate your use of the Bill Payment Service at any time without prior notice to you. If, for any reason, you should want to terminate your use of Bank's Bill Payment Service, you must cancel all future Payments at the same time you terminate the Bill Payment Service, by deleting the Payments. We are not responsible for any Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Payments made by us on your behalf through the Bill Payment Service.

24. Additional Terms and Conditions - eStatement Service.

By enrolling in Bank's eStatement service (the "eStatement Service"), you agree to access the periodic statements, certain Account disclosures and other materials for your selected Accounts electronically via a link contained in an email notification. After your enrollment, you will no longer receive paper statements for those Accounts which you have enrolled. When your eStatements are ready, we will send you an email that your statement or notice is available, and you will be able to access it securely via a link contained in the email using your User ID and password. You may also access your statement or notice after you log in to the Premier Business Connect Service by expanding the Other Services menu and clicking on the eStatements link within that menu. Disclosures and other types of notices may be provided through a link in your email or attached to your eStatement.

24.1 As part of your enrollment in the eStatement Service, you choose to receive the following information electronically for the Accounts you select, if available: periodic statements; annual percentage yields; fees and other terms of your Deposit Accounts; change-in-terms notices; disclosures required by applicable Federal and State laws, rules and regulations, and such various other notices as you may select for delivery via the eStatement Service in the future. All rules, regulations, terms and conditions regarding statements will continue to apply to such statements whether they are delivered electronically or otherwise. Upon enrollment, you agree to electronically receive documents including disclosures and notices we may provide to you, as applicable, including but not limited to, the Account Agreement, Truth-in-Savings Disclosures, Fee Schedule, Funds Availability Disclosures, and Initial and Annual Privacy Notices. Certain notices, including amendments to this Agreement, may be posted on the Services' website or at www.cbna.com in accordance with Section 19, in lieu of being provided through the eStatement Service process.

24.2 Upon your enrollment in the eStatement Service, your consent shall remain valid until such time as you exercise your right to revoke this consent. Consent to receive transactions, Bank disclosures and notices electronically apply to all records during the lifetime of your Account although not all communications may be available in electronic form. Your eStatement Service may be discontinued if the email notice is returned undeliverable for any reason. You are responsible for keeping your email address updated. You may request a paper copy of any document sent to you electronically. You may request a copy by contacting us as set forth in Section 19 during regular business hours. Fees may be assessed for paper copies of transactions. Transactions involving your Deposit Account, including checking Account stop payment requests, will be subject to the Account Agreement and all other applicable agreements and policies of the Bank.

24.3 You have the right to withdraw your consent to receive Account statements electronically at any time by discontinuing the eStatement Service through your Premier Business Connect Service settings. We retain the right to discontinue the eStatement Service at any time. Should your eStatement

Service be discontinued, we will resume the paper delivery of your statements and other documents, as applicable, via the United States Postal Service to the most current address we have on file.

24.4 We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered documents. One of the main security features for our eStatement Service is the unique combination of your User ID and Password. It is important that you protect the security of your User ID and Password by keeping them secret. By entering into this Agreement and using the eStatement Service, you agree to protect the security of your User ID and Password, and any other numbers, codes, PINs, security phrases, marks, signs, keys or other means of identification that may be developed or established by us from time to time for eStatement Service users.

24.5 To receive your eStatement electronically, you will need access to a computer as set forth in Section 4 of this Agreement. The most recent version of Adobe Acrobat Reader® is required to open and view your eStatement(s) and notice(s).

24.6 Statements will be available for ninety (90) calendar days via the secure email to view, print or download and save to your personal computer. You may also access your eStatement online for eighteen (18) months. The period of availability begins on the date you are notified about the eStatement's availability and not from the date you access such eStatement. You will need access to a printer or the ability to download and archive the document to your computer in order to keep copies for your records. You are responsible for providing us with updated information for electronic communication with you, including any changes in your email address or other information.

25. Additional Terms and Conditions - Financial Management Software (FMS) Service.

The Financial Management Software Service (“FMS Service”) allows you to use personal financial management software (“FMS Software”) (e.g., Quicken®, or QuickBooks®¹) to access the Services and download Account information such as balance and transaction history. This Section sets forth additional terms and conditions that apply whenever you use or permit any other person(s) or entity to use the FMS Service. The terms and conditions contained in this Section are limited to use of the FMS Service, and do not include use of products and services directly accessible through the Services without the use of FMS Software. The Services utilize current releases of Quicken® and QuickBooks®, as may be made available from time to time from the respective software manufacturer. You are responsible for obtaining and maintaining any software that is required for operation of the FMS Service. Your use of the FMS Software is governed by the software license agreement(s) included with each software application. You must agree to the terms and conditions of the software license agreement(s) during the installation of the FMS Software on your computer. You are responsible for the correct set-up and installation of the FMS Software, as well as maintenance, updates and upgrades to the FMS Software and/or your System and computer. We make no warranties nor accept any liability for such software. We are not responsible for any problems related to the FMS Software itself, your System or computer or your ability to connect using the FMS Software as described in this Agreement.

25.1 The FMS Service. Information about activity is synchronized between your FMS Software and the Premier Business Connect Service website. You may access such information directly through the Services. Information via your FMS Software may differ from the information that is available directly through the Premier Business Connect Service. Information available directly through the Services may not be available via your FMS Software, may be described using different terminology, or may be more current than the information available via your FMS Software. The method of entering instructions via

¹ Quicken® (and QuickBooks®) is a registered trademark of Intuit Inc.

your FMS Software may also differ from the method of entering instructions directly through the Services. We are not responsible for such differences, whether or not attributable to your use of FMS Software.

25.2 You are responsible for all transfers and payments that you authorize using FMS Software. If you permit other persons to access the Services using FMS Software, you are responsible for all transactions such other person authorizes from Account(s) accessed via FMS Software. You must establish your own internal security procedures for employees that you authorize to use the Services via FMS Software and to prevent unauthorized use by other employees or persons.

25.3 This Agreement describes our responsibility for completing transfers and payments, and any exceptions from liability for its failure to do so. These rules apply to your transactions using FMS Software. We are not responsible for any problems that you may have using FMS Software to connect to the Services if no known problem exists with our systems that might impede such connectivity, or if the problem is due to your software, computer, system or Internet service. You should verify all Account data obtained and transactions executed on your Accounts using FMS Software. Our records of transactions, instructions and communications regarding your Accounts and use of the Services supersedes any records stored or created on your computer through the use of FMS Software. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's FMS Software.

26. Arbitration; Waiver of Jury Trial.

26.1 Any controversy relating to this Agreement, or the breach thereof, shall be determined by arbitration in the City of Syracuse, State of New York, U.S.A., unless otherwise agreed by the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, using arbitrators who are experienced business/commercial litigators admitted before the bar of any state of the United States. The dispute shall be determined by one (1) arbitrator acceptable to both parties who shall be selected within seven (7) calendar days of receipt of notice of intention to arbitrate by the party receiving that notice. If, by the end of said seven (7) calendar day period, the parties have not agreed upon one (1) arbitrator as acceptable, then the dispute shall be determined by a panel of three (3) arbitrators selected as follows: Within an additional seven (7) calendar days, each party will appoint one (1) arbitrator. These two (2) arbitrators will then, within an additional seven (7) calendar days, name a third arbitrator to preside over the panel. If either party fails to appoint an arbitrator, or if the two (2) arbitrators do not name a third arbitrator within seven (7) calendar days, either party may request the person or entity administering the arbitration, or, if none, the American Arbitration Association or any other arbitration administering person or entity, to appoint the necessary arbitrator(s) pursuant to the Commercial Arbitration Rules. Arbitrators shall be compensated for their services at the standard hourly rate charged in their private professional activities, and the costs of such compensation shall be shared equally by the parties. The United States Federal Rules of Civil Procedure shall apply with respect to any arbitration hereunder. The arbitrator(s) shall follow substantive rules of law. The arbitrator(s) shall take evidence directly from witnesses and documents as presented by the parties; all witnesses shall be made available for cross-examination. The arbitrator(s) shall make its award in strict conformity with this Agreement and shall have no power to depart from or change any of the provisions hereof. The award of the arbitrator(s) shall be accompanied by findings of fact and a written statement of reasons for the decision. The arbitrator(s) may include in its award some or all of the costs of this arbitration. All parties agree to be bound by the results of this arbitration; judgment upon the award so rendered may be entered and/or enforced in any court of record of competent jurisdiction in any country, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the law of such jurisdiction may require or allow. Any cash award shall be payable in United States dollars through a financial institution in the United States. To the extent reasonably practicable, both parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved. All matters relating to any arbitration hereunder shall be maintained in confidence.

26.2 IN THE EVENT THAT THE ABOVE ARBITRATION PROVISION IS OR BECOMES INAPPLICABLE FOR ANY REASON, AND IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING HEREUNDER OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE; AND EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

27. Termination.

27.1 Except as otherwise provided herein, this Agreement shall continue in effect until terminated by either party with ten (10) calendar days' prior written notice to the other.

27.2 Notwithstanding the foregoing, we may, without prior notice, terminate this Agreement and terminate or suspend any transaction or the Services (i) if you or the Bank close any Account established in connection with the Services, (ii) if we determine that you have failed to maintain a financial condition deemed reasonably satisfactory to us to minimize any credit or other risks to us in providing the Services to you, including but in no way limited to the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) for security reasons or in the event of a material breach or default in the performance or observance of any term, or breach of any representation or warranty contained herein by you, (iv) in the event of material default by you in the payment of any sum owed to us hereunder or under any note or other agreement, (v) if there has been a seizure, attachment, or garnishment of your Deposit Accounts, assets or properties or (vi) if we, in our sole discretion, believe that the continued provision of the Services in accordance with the terms of this Agreement would violate federal, state or local laws or regulations, or would subject us to unacceptable risk of loss.

27.3 Any termination of this Agreement shall not affect any of our rights and your obligations with respect to transactions initiated by you prior to the effective time of such termination, or the payment your obligations with respect to Services performed hereunder by us prior to the effective time of such termination, or any other obligations that survive termination of this Agreement. The provisions of this Agreement that are necessary to give effect to the purposes of this Agreement shall survive its termination.

28. Governing Law.

Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of New York without regard to its choice of law provisions.

29. Assignment.

We may assign this Agreement or any of our rights and duties hereunder without prior notice to or consent by you. You may not assign this Agreement or any of your rights or duties hereunder to any person without

our prior written consent.

30. Severability.

In the event that any provision of this Agreement shall be determined to be invalid, void, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected, and the invalid, void, illegal or unenforceable term shall be amended such that it is valid and enforceable to the fullest extent permitted by law.

31. Waiver.

We may waive enforcement of any provision of this Agreement. Any such waiver shall not affect our rights with respect to any future or other transaction or modify the terms of this Agreement.

32. Binding Agreement; Benefit.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Bank or you hereunder.

33. Headings.

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

34. Entire Agreement.

This Agreement (including any addendums, schedules and any form(s) attached hereto) and any service Addendums, agreements or terms incorporated herein by reference are the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersede any prior agreement(s) between the parties with respect to such subject matter. Neither party is relying on any statement or representation not contained in this Agreement or the related service Addendums in connection with entering into this Agreement. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern, but only to the extent necessary to resolve the inconsistency or conflict. In the event performance of the Services provided herein in accordance with the terms of this Agreement or any service Addendum would result in a violation of any present or future statute, regulation or government policy to which we are subject, and which govern or affect the transactions contemplated by this Agreement and the related service addendum, then this Agreement and the related service Addendum shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment. No course of dealing or course of performance between the parties will constitute a modification of this Agreement, a service Addendum, or the security procedures (or the commercial reasonableness thereof) or constitute an agreement between the parties, regardless of whatever practices and procedures the parties may use.

35. Changes to the Terms of this Agreement

We may amend or change the terms of this Agreement and the related service addendums (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the online system. When you use or access the Premier Business Connect Service, you agree to the terms and conditions of the Agreement. The Agreement is posted within Premier Business Connect and can be accessed after logging

on to the system by clicking the tab “Agreements.” You should review the Agreement and the related service Addendums, as applicable, regularly as the terms may be amended from time to time. If you find the Agreement or any service Addendum unacceptable to you at any time, please discontinue your use of the Premier Business Connect Service. Your acceptance of the revised terms and conditions along with the continued use of the Premier Business Connect Service will indicate your consent to be bound by the revised Agreement and/or Addendum.

Community Bank, N.A., Member FDIC and Equal Opportunity Lender

SCHEDULE A

SECURITY PROCEDURES

The following sets forth the security procedures with which you agree to comply when using the Premier Business Connect Services.

1. Required Security Procedures:

- **Encryption Technology.** At least 128-bit encryption technology or its equivalent.
- **Individual User IDs and Passwords.** Each person accessing the Premier Business Connect Service must have a User ID and individual Password.
- **Tokens.** When our ACH Origination Service, Wire Transfer Service and/or Bill Payment Service are approved for use by you, an additional required security procedure incorporates use of a separate security device or token ("Token") which generates a One-Time-Password for log-in functionality. A Token provides an additional layer of security and will be issued to authorized user(s) for use in gaining access to the above-described features and/or modules associated with the Services. Tokens may also be made available to you for use with other features of the Services upon request.

2. Additional Security Procedures (*):

- **Enhanced Log-In/ Transaction Security.** In addition to the above individual User IDs and individual Passwords, access to the Premier Business Connect Service includes a multi-factor or layered authentication security procedure at log-in or prior to initiating certain transactions for you, including your administrator and authorized users (hereinafter "Enhanced Log-in/ Transaction Security"). Enhanced Log-in Security may include, but is not limited to, additional log-in security features such as identification and verification of IP addresses. Enhanced Log-In Security will also require each User of the Premier Business Connect Service to establish and utilize, in addition to individual User IDs and passwords, his/her own individual authentication through the use of one time passwords as part of a multi-part credential. Enhanced Transaction Security may require each User of the Premier Business Connect Service to utilize a token generated One-Time-Password prior to initiating certain transactions.
- **You are responsible for providing security for your Systems and Account(s).** Passwords must be kept private. You should make sure that no one is physically watching as Passwords are entered. It is important to remember to click "Log Off" after completing each Premier Business Connect Service session. This will deter unauthorized access to your Account(s) if your computer is shared or available to others. You should not leave your computer and/or mobile device unattended with the browser/app running and a valid User ID and Password cached as anyone can gain access to the Account(s). We recommend that you use a separate computer that is not utilized for e-mail or other Internet communications to establish and conduct transactions through the Services.

()* – *These Security Procedures may / may not apply in every case, as they are subject to availability, connectivity and standard parameters set forth in our multi-factor product, as those parameters may be modified from time to time.*

3. Additional Strongly Recommended Security Procedures (#):

From time to time and as applicable, we may make available additional security procedures for use with ACH origination or wire transfers via Business Services. We strongly recommend the use of these additional security procedures to help deter and protect against unauthorized transactions associated with the Services, including the following:

- **Dual Control.** The security procedures include controls within Premier Business Connect Service and ACH origination, wire transfers and Bill Payment to segregate the duties of those authorized users who can create transactions from those authorized users who can release transactions. With this additional security feature, one authorized user creates, edits, cancels, deletes and restores certain transactions with his/her User ID, password, Token and other access credentials; a second different authorized user with his/her User ID, password, Token and other access credentials reviews and/or approves the transaction request prior to it being released.
- **Alerts.** Users can request email alerts to all users if certain events take place on your account.

(#) *Recommended Security Procedures are subject to system availability and connectivity.*

4. Additional Security Procedures for Wire Transfer Services

To establish Wire Transfer as a Service, you must complete the Premier Business Connect Application. Use of the Wire Transfer Service evidences your acceptable of the terms and conditions set forth in this Agreement and the Addendum for Wire Transfer Services. Our Commercial Services Support will setup the Wire Transfer Service and provide you with a Token.

5. Additional Security Procedures for Automated Clearing House (ACH) Services

To establish ACH Origination Service as a Service, you must complete the Premier Business Connect Application. Use of the ACH Services evidences your acceptable of the terms and conditions set forth in this Agreement and the ACH Origination Service Addendum. Our Commercial Services Support Department will setup the ACH Origination Service and provide you with a Token.

- **Alternative Method(s)** - In the event of a disaster or other inability by you to transmit electronically, you may arrange for the manual delivery of Entries/files, as may be permitted by us in our sole and exclusive discretion, in a format that can be transmitted from the Corporate Administrative terminal located at:

1 Tallman Road
Canton, NY 13617

- You may be required to include with such Entries a transmittal letter, which will include the file total, item count, Effective Entry Date and signature of one of your authorized representatives. We may call a second authorized representative of you after receiving said Entries to verify the file total and item count before the Entries are processed.
- ***YOU AGREE THAT ANY ELECTION YOU MAY MAKE TO WAIVE OR CHANGE (WHERE PERMITTED BY US IN OUR SOLE AND EXCLUSIVE DISCRETION) OR DISREGARD RECOMMENDED SECURITY PROCEDURES ASSOCIATED WITH THE SERVICES ARE AT YOUR SOLE RISK. YOU FURTHER AGREE THAT ANY PAYMENT, TRANSFER OR OTHER REQUEST TRANSMITTED OR PURPORTED TO BE TRANSMITTED BY YOU BY WAIVING THE SECURITY PROCEDURES SHALL BE TREATED AS AUTHORIZED, AND YOU SHALL BE RESPONSIBLE FOR ANY LOSS RESULTING IN WHOLE OR IN PART FROM SUCH WAIVER.***

**SCHEDULE B
FEE SCHEDULE**

*One Time Setup & Training fee	\$50.00
Premier Business Connect	\$20.00/month with 10 accounts
Premier Business Connect Package - includes Bill Pay & Loan Module	\$25.00//month with 10 accounts Additional accounts over 10 are \$3.00 each/month
Premier Business Connect Plus	\$25.00//month with 10 accounts Additional accounts over 10 are \$3.00 each/month
Wire Services	
Simplified Wires	\$10.00/month
Wireless Plus	\$15.00/month
Online Wires Originated	\$17.50 each
ACH Services	
Simplified ACH	\$15.00/month
ACH Plus	\$20.00/month
ACH transaction fees:	
Per ACH item originated including pre-notes	\$0.15 per item
Per Same Day ACH item originated, including pre-notes	\$0.15 per item
Batch deletion/reversal	\$10.00/batch
ACH returned items	\$3.00 per item
3 rd Party Service Provider Administration	\$25.00/month
Positive Pay Services	
One-time set-up fee	No Charge
Positive Pay-ACH	\$15.00/month
Authorized ACH Exceptions (Debit Filter)	\$3.00 each/month
Positive Pay-Checks	\$25.00/month
Positive Pay-Full	\$35.00/month
Account Full Reconciliation (Paid and Outstanding)	\$75.00 per account/month
Account Partial Reconciliation (Paid Only)	\$50.00 per account/month
After Cutoff Decisions (if possible)	\$10.00 per item Max \$50.00
Loan Module	\$2.50/month
Bill Payment	\$10.00/month with 10 payments; each payment over 10 is \$0.25
Regular Bank Fees May Apply	
*Stop Payments	\$36.00/each
*Overdraft	\$36.00/each
*Unavailable	\$36.00/each

Fees are charged via account analysis. Those fees indicated by “*” are charged directly to your Account if applicable.