

## Standard EULA

### DEFINITIONS

“We,” “us,” “our,” and “ours” mean Tioga State Bank, N.A., 1 N. Main Street, P.O. Box 386, Spencer, NY 14883-0386;

“You” and “your” mean any individual who submits to us an application for Tioga State Bank, N.A. Online, any corporation, partnership, limited liability company or other business organization, or any city, town, village, school district or other governmental body, on behalf of which this agreement is signed or any individual who signs this agreement on his or her own behalf;

“Your application” means your application to us for Tioga State Bank, N.A. Online, as originally submitted to us or as changed by any updating information submitted to us at any time, whether through Tioga State Bank, N.A. Online, in writing or in any other way;

“Your deposit accounts” means all deposit accounts with us that are approved by us as accessible for transfers of funds through Tioga State Bank, N.A. Online Banking;

“Your payment account” means, if Tioga State Bank, N.A. Online Bill Pay, External Transfers, or E-Cash Management is elected in your application and approved by us, your deposit accounts to be used for payments through Tioga State Bank, N.A. Online Bill Pay, External Transfers, or for E-Cash Management;

“Your line of credit accounts” mean all line of credit accounts with us that are approved by us as accessible for transfers of funds through Tioga State Bank, N.A. Online Banking;

“Your loan accounts” mean your line of credit accounts and all other mortgage, installment and other loan accounts with us that are approved by us as accessible for transfers of funds through Tioga State Bank, N.A. Online Banking;

“Authorized party” means, if you are an individual, you or, if you are a corporation, partnership, limited liability company or other business organization or a city, town, village, school district or other governmental body, any individual authorized by you to transact all business relating to your deposit accounts and your loan accounts that he or she deems necessary or appropriate;

“Your administrator” means, if you are an individual, you or, if you are a corporation, partnership, limited liability company or other business organization or a city, town, village, school district or other governmental body, the individual designed in your application as the administrator of Tioga State Bank, N.A. Online on your behalf;

“Additional user” means any individual, whether or not an authorized party or employee of yours, designated by your administrator as a user of Tioga State Bank, N.A. Online on your behalf;

“Your identification numbers” means all the customer identification numbers and personal identification numbers assigned by us to you as an individual, to your administrator, or by your administrator to any additional user, or chosen by your administrator or any additional user, for use with Tioga State Bank, N.A. Online.

“Business days” means Monday through Friday, excluding legal holidays.

“Privacy Statement”. Privacy is important to our customers. We have taken steps designed to insure security and privacy for your personal and financial dealings with Tioga State Bank, N.A. Our customer privacy statement can be obtained on our website at [www.tiogabank.com](http://www.tiogabank.com).

“Service” a tool or application that allows an account holder to obtain account information and manage certain banking transactions through a personal computer or mobile device.

## GENERAL INFORMATION

**YOUR DEPOSIT ACCOUNTS.** You represent to us that none of your deposit accounts is a fiduciary account, an account for which two or more persons are required to sign a check written on the account or a withdrawal form for the account or an account subject to a similar restriction. However, no limitation on a transfer of funds or payment from any of your deposit accounts arising because the account is a fiduciary account, because the account is one for which two or more persons are required to sign a check written on the account or a withdrawal form for the account or because the account is subject to a similar restriction will apply to any transfer of funds or payment initiated by an order.

**DISCLAIMER OF WARRANTIES.** TIOGA STATE BANK, N.A. ONLINE IS PROVIDED BY US “AS IS,” “AS AVAILABLE” AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE PRECEDING SENTENCE, WE DO NOT MAKE, EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW, AND WE EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OF

ANY KIND (FOR EXAMPLE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) CONCERNING Tioga State Bank, N.A. ONLINE.

LIMITATION OF LIABILITY. The selection, installation, maintenance, operation and use of the computer, related equipment and services (for example, modem, telephone or other telecommunications equipment and telephone or other internet access service) and software you use for Tioga State Bank, N.A. Online are your responsibility. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LIABILITY, LOSS OR DAMAGE (FOR EXAMPLE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE AND EXEMPLARY DAMAGES), WHETHER BASED IN CONTRACT, TORT OR STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY OF THE FOLLOWING THINGS, EVEN IF WE ARE ADVISED OF OR OTHERWISE KNOW OR SHOULD KNOW OF THE POSSIBILITY OF THE LIABILITY, LOSS OR DAMAGE:

ANY ERROR IN THE SELECTION, INSTALLATION, MAINTENANCE, OPERATION OR USE, OR ANY CONFIGURATION PROBLEM OR INCOMPATIBILITY, OF THE COMPUTER, RELATED EQUIPMENT AND SERVICES OR SOFTWARE;

ANY FAILURE OR MALFUNCTION OF THE COMPUTER, RELATED EQUIPMENT AND SERVICES OR SOFTWARE;

ANY FAILURE OR MALFUNCTION OF, OR ANY COMPROMISE OF DATA SENT USING, ANY TELEPHONE OR OTHER INTERNET ACCESS SERVICE YOU USE TO CONNECT TO Tioga State Bank, N.A. ONLINE;

ANY VIRUS OR SIMILAR PROBLEM RESULTING FROM THE USE OF Tioga State Bank, N.A. ONLINE; OR

ANY FEATURE OR FUNCTION OF ANY OF THE SOFTWARE THAT IS NOT INVOLVED WITH TIOGA STATE BANK, N.A. ONLINE (FOR EXAMPLE, HOME BUDGETING).

YOUR IDENTIFICATION NUMBERS. Your identification numbers will be used to initiate orders through Tioga State Bank, N.A. Online.

A customer identification number called an Online ID, a password called an Online Password will be required for use with Tioga State Bank, N.A. Online Banking. We will assign the customer identification number to you, but you may rename it with an alias. You will be required to create a temporary password to you for use with Tioga State Bank, N.A. Online, You should not choose as the new password

any personal identification number for any electronic banking card that can be used to obtain access to any deposit account you have with us now or in the future.

Not you, your administrator nor any additional user should choose as any of your identification numbers any personal identification number for any electronic banking card that can be used to obtain access to any deposit account you have or your administrator or any additional user has with us now or in the future.

You may not allow anyone else to have any of your identification numbers unless you authorize him or her to use Tioga State Bank, N.A. Online in any way. You must keep your identification numbers confidential and in a secure location separate from the computer, related equipment and software you use for Tioga State Bank, N.A. Online. For reasons of security, we may, at any time and without any notice to you, render any of your identification numbers ineffective.

We will not be liable for any damage you suffer as a result of your allowing anyone else (for example, a party that aggregates account information or content of websites) to have any of your identification numbers.

**YOUR RESPONSIBILITY FOR ORDERS.** You will be responsible for and bound by each order given through Tioga State Bank, N.A. Online by anyone else you allow to have any of your identification numbers or to use TIOGA STATE BANK, N.A. ONLINE. The order and each transfer of funds or payment initiated by the order will be covered by this agreement as though the order had been given by you.

**ASSIGNMENT.** This Agreement may not be assigned to any other party by you. We may assign or delegate, this Agreement in part or in whole, to any third party.

**OWNERSHIP OF MATERIAL.** Tioga State Bank, N.A.'s Mobile Banking and Tioga State Bank, N.A. Online Banking are products of Jack Henry & Associates, Inc. Unauthorized reproduction in whole or part is prohibited.

**AMENDMENTS.** Terms and conditions of this Agreement may be amended in whole or part at any time within 30 days' written notification prior to the change taking effect. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access. If you use Tioga State Bank, N.A. Online after a change becomes effective, you have agreed to any and all changes. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does not result in higher fees, more restrictive service use, or increased liability to you.

This Agreement supplements those and any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures. If there is a conflict between this Agreement and any others, or any statements made by employees or agents, this Agreement shall supersede. Your use of Tioga State Bank, N.A. Online and its related modules, including Tioga State Bank, N.A. Mobile Banking, is considered your acceptance of these terms and conditions.

**NOTICE OF LOSS, THEFT, UNAUTHORIZED USE OR ERROR.** If you believe that any of your identification numbers has been lost or stolen, that any transaction involving any of your deposit accounts may have been or may be made without your authorization or that we may have made an error with respect to any of your deposit accounts, you must contact us at once by telephoning us at 888-303-4872 and asking for our Electronic Banking Department or writing us at Tioga State Bank, N.A., 1 N. Main Street, PO Box 386, Spencer, NY 14883-0386, Attention: Electronic Banking Department.

**YOUR LIABILITY FOR UNAUTHORIZED USE.** You may have to bear the loss of money taken from any of your deposit accounts in any transfer of funds, payment or series of related transfers of funds, payments or transfers of funds and payments ordered through Tioga State Bank, N.A. Online by an order or orders initiated by the use of any of your identification numbers without your authorization. How much of the loss you will have to bear will depend on when we are notified that any of your identification numbers has been lost or stolen or that there are circumstances indicating that a transfer of funds or payment involving any of your deposit accounts ordered through Tioga State Bank, N.A. Online has been or may be initiated by the use of any of your identification numbers without your authorization. If we are notified within two of our business days after the date you learn of the loss, theft or possible unauthorized transfer or payment, you will have to bear (subject to limitations under federal law) as much as \$50 of the loss. If we are not notified within those two business days and we can show that we could have stopped the taking of the money had we been notified during those two business days, you will have to bear (subject to limitations under federal law) as much as \$500 of the loss. In addition to any loss you must bear under the two preceding sentences, if any statement for any of your deposit accounts that we send you or otherwise make available to you shows any transfer of funds or payment involving any of your deposit accounts ordered through Tioga State Bank, N.A. Online by an order initiated by the use of any of your identification numbers without your authorization, we are not notified of the unauthorized transfer or payment within 60 days after the date we send you the statement or otherwise make it available to you and we can show that we could have stopped the taking of the money had we been notified of the unauthorized transfer or payment during those 60 days, you will have to bear (subject to limitations under federal law) all of the loss occurring after the end of those 60 days and before we are notified of the unauthorized transfer or payment. For a good reason (such as a long trip or hospital stay by you), we may extend the periods of two of our business days and 60 days referred to in this section for a reasonable time.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS OF FUNDS AND PAYMENTS. With exceptions, we will be liable to the extent provided by applicable law for any damage you suffer as a result of our failure to make, on time and in the correct amount, any transfer of funds or payment to or from any of your deposit accounts ordered by a timely and properly initiated order to make the transfer or payment given through Tioga State Bank, N.A. Online. The order will not be properly initiated unless:

The computer, related equipment and software you use for Tioga State Bank, N.A. Online and each telephone and other internet access service you use to connect to Tioga State Bank, N.A. Online are properly functioning;

The instructions and requirements on how to give the order are properly followed;

The order is correct and complete (for example, if the order is to make a payment, the order includes the correct name and address of the payee of the payment, the correct account number of the account to which the payment is to be made and the correct amount of the payment); and

The transfer or payment would not be subject to any limitation.

Examples of exceptions to our liability are as follows:

We do not receive the order;

Before the order is to be charged against the account from which the transfer or payment is to be made, your right to use Tioga State Bank, N.A. Online or the feature of Tioga State Bank, N.A. Online involved in the transfer or payment is canceled;

When the order is processed or is to be charged against the account from which the transfer or payment is to be made, we in good faith believe that the order was given without your authorization (for example, because any of your identification numbers has been reported as lost or stolen) or is fraudulent;

The order is to make a transfer of funds and, before the order is to be charged against the account from which the transfer is to be made, either that account or the account to which the transfer is to be made is closed;

The order is to make a payment and we do not receive the order in time to allow us to make the payment and allow the payee of the payment to properly credit it by the date on which it is to become due, we make the payment in time to allow the payee to properly credit it by the date on which it is to become due but the payee fails to do so or, before the order is to be charged against your payment account, your payment account is closed;

The order is to make a transfer of funds or payment from a deposit account and through no fault of ours, when the order is processed or is to be charged against the account, the amount of the transfer or payment exceeds the amount of money available for withdrawal from the account (taking into consideration, if the account is tied to a line of credit account or other overdraft facility with us, the amount of credit available under the line of credit account or other overdraft facility);

The order is to make a transfer of funds from a line of credit account and through no fault of ours, when we process the order or when the order is to be charged against the account, the amount of the transfer exceeds the amount of credit available under the account;

When the order is processed or is to be charged against the account from which the transfer or payment is to be made, money in the account is subject to any legal process (for example, a tax levy, a subpoena or an order providing for restraint, attachment, garnishment or execution) or administrative hold restricting its removal from the account, is collateral for a loan or other extension of credit or is the subject of a dispute or legal proceeding;

When the order is given, Tioga State Bank, N.A. Online or the feature of Tioga State Bank, N.A. Online involved in the transfer or payment is unavailable because maintenance work is being performed on it;

We are prevented from making the transfer or payment by a technical malfunction and when the order is given, the individual giving it knows that Tioga State Bank, N.A. Online or the feature of Tioga State Bank, N.A. Online involved in the transfer or payment is not functioning properly;

An occurrence beyond our control (for example, a fire, flood, failure or malfunction of any computer or telecommunications equipment, delay or loss of mail by the postal service, act of war or terrorism or governmental action or inaction) prevents us from making the transfer or payment despite our exercise of reasonable care to prevent the occurrence and our exercise of diligence to make the transfer or payment despite the occurrence; and

Our failure to make the transfer or payment is justified by any provision of this agreement, by any provision of any other agreement between you and us concerning any of your deposit accounts, any of

your loan accounts, any line of credit account or other overdraft facility with us to which any of your deposit accounts is tied or transfers of funds or payments to or from any of your deposit accounts, any of your loan accounts or the line of credit account or other overdraft facility or by applicable law.

If we are liable for any damage you suffer as a result of our failure to make the transfer or payment on time and in the correct amount, we will be liable for actual damages only and not consequential or punitive damages if the failure was not intentional and resulted from a bona fide error despite our maintenance of procedures reasonably adapted to avoid the error.

DISCLOSURE. In the regular course of our business but not to the extent prohibited by applicable law, we will disclose information concerning any of your deposit accounts or any transaction involving the account:

In any receipt issued in connection with the transaction;

As necessary to complete the transaction or to resolve any error or dispute concerning the transaction;

In any statement for the account that we send or otherwise make available;

To someone in whose name the account is open;

In accordance with the written permission of someone in whose name the account is open;

To verify the existence and condition of the account or to report our experience concerning the account to a third party such as another financial institution, a credit reporting agency or a merchant;

To any affiliate of ours for the purpose of offering or providing another product or service to you;

To any agent, contractor or vendor of ours for the purpose of providing any service to us in the regular course of our business or completing marketing activities of ours (for example, the bill payment processor or any other party providing any service to us in connection with Tioga State Bank, N.A. Online); and

To comply with any order of any court or other governmental body or as otherwise required or allowed by applicable law.

**ELECTRONIC MAIL.** We will not have to take any action based on any communication sent to us by electronic mail (for example, electronic mail sent to us through Tioga State Bank, N.A. Online) until we receive and have a reasonable time to act on the communication. Electronic mail (for example, electronic mail sent to us through Tioga State Bank, N.A. Online) must not be used to communicate to us information that is urgent or requires a prompt response or prompt action (for example, a stop payment order, a report of a lost or stolen card or a report of an unauthorized transaction involving a deposit account or line of credit account).

**RECORDING AND OBTAINING OF INFORMATION.** You consent to the recording by us, or any other party providing any service to us in connection with Tioga State Bank, N.A. Online of any information, notice, order or other communication sent through Tioga State Bank, N.A. Online or by electronic mail (for example, electronic mail sent to us through Tioga State Bank, N.A. Online). In addition you consent to the obtaining by us from the payee of any payment that is ordered through Tioga State Bank, N.A. Online Bill Pay of any information that we consider necessary or appropriate to complete the payment or to resolve any error concerning the payment.

**REASONABLE TIME TO ACT.** A reasonable time for us to act on any information, notice, order or other communication or document received by us (for example, electronic mail sent to us through Tioga State Bank, N.A. Online) will not end until at least the close of business on our first business day after our business day we receive the information, notice, order or other communication or document.

**NOTICES AND CHANGE OF ADDRESS.** Any notice or other communication or document concerning this agreement or Tioga State Bank, N.A. Online that we send you may be sent in any way not prohibited by applicable law (for example, through Tioga State Bank, N.A. Online or by electronic mail). If sent by mail, the notice or other communication or document may be sent to your current mailing address shown in our records concerning Tioga State Bank, N.A. Online and may be sent by regular mail. If your mailing address or electronic mail address changes, you must promptly notify us of the new address in writing. Except as otherwise provided in this agreement or by applicable law:

Any notice or other communication or document concerning this agreement or Tioga State Bank, N.A. Online that we send you will take effect when we send it; and

Any notice or other communication or document concerning this agreement or Tioga State Bank, N.A. Online that you send us must be in writing and sent by mail or courier and will not take effect until we receive it and have a reasonable time to act on it.

**CHANGES IN AGREEMENT.** No change in this agreement can be made except as provided in this section. We may change this agreement at any time. We will send you any notice of the change that applicable law requires us to send you. If applicable law does not require us to send you any notice of the change, we will either send you a notice of it or post a notice of it on our World Wide Web site unless we consider it to be for reasons of security.

**CHANGES IN TIOGA STATE BANK, N.A. ONLINE BANKING.** We may change Tioga State Bank, N.A. Online Banking at any time by adding, deleting or changing any feature of Tioga State Bank, N.A. Online Banking. We will send you any notice of the change that applicable law requires us to send you. If applicable law does not require us to send you any notice of the change, we will either send you a notice of it or post a notice of it on our World Wide Web site. By the use of any added or changed feature of Tioga State Bank, N.A. Online by your administrator, any additional user or anyone else your administrator or any additional user allows to have any of your identification numbers or to use Tioga State Bank, N.A. Online in any way, you will be agreeing to be bound by all our requirements concerning the added or changed feature.

**CHANGES IN FEES.** We may at any time establish a new fee or change an existing fee you must pay for the use of Tioga State Bank, N.A. Online Banking or any feature of Tioga State Bank, N.A. Online Banking. If we establish a new fee or increase an existing fee you must pay for the use of Tioga State Bank, N.A. Online Banking or any feature of Tioga State Bank, N.A. Online Banking, we will send you any notice of the new fee or increase that applicable law requires us to send you. If applicable law does not require us to send you any notice of the new fee or increase, we will either send you a notice of it or post a notice of it on our World Wide Web site. We will not have to notify you if we decrease or eliminate an existing fee for the use of Tioga State Bank, N.A. Online Banking or any feature of Tioga State Bank, N.A. Online Banking.

**NO NOTICE OR LOSS OF RIGHTS.** We may exercise, give up, fail to exercise or delay exercising any of our rights with respect to you or Tioga State Bank, N.A. Online without any notice to you. By exercising, giving up, failing to exercise or delaying the exercise of any of the rights on any occasion, we will not lose that right on any other occasion or lose any other of the rights.

**GIVING UP OF RIGHTS.** None of our rights with respect to you or Tioga State Bank, N.A. Online can be given up by us except in a writing signed by us.

**NO TRANSFER OF RIGHTS AND OBLIGATIONS.** You may not transfer any of your rights and obligations under this agreement or with respect to Tioga State Bank, N.A. Online to anyone else. Any transfer of any of the rights and obligations will be void.

**CONFLICTS.** If any provision of this agreement conflicts with applicable law, that law will control, and the provision will be considered changed to the minimum extent necessary to comply with that law, or, if the provision is not considered changed to the minimum extent necessary to comply with that law, it will be ineffective only to the minimum extent that it does not comply with that law, and the rest of it and the other provisions of this agreement will remain effective.

**CONTINUED EFFECTIVENESS.** If any part of this agreement is determined by a court to be invalid, the rest of this agreement will remain in effect.

**APPLICABLE LAWS.** Any legal question concerning this agreement or Tioga State Bank, N.A. Online Banking will be decided in accordance with New York State law without regard to the law of any other state and in accordance with, to the extent applicable, federal law.

**INACTIVITY.** Tioga State Bank, N.A. may convert your Tioga State Bank, N.A. Online Banking and/or any Service of Tioga State Online Banking to an inactive status if you do not login to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your Tioga State Bank, N.A. Online Banking Account or Service is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service. Inactivity fees may apply. Refer to the Tioga State Bank, N.A. Fee Schedule for a complete listing of Tioga State Bank, N.A. Fees.

**TERMINATION.** Tioga State Bank, N.A. may terminate your Tioga State Bank, N.A. Online Banking and/or any Service of Tioga State Online Banking after 180 days of no login or transaction activity.

**CANCELLATION OF SERVICES.** You or your administrator may cancel your right to use Tioga State Bank, N.A. Online or any feature of Tioga State Bank, N.A. Online at any time by notifying us in writing. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it. At any time, for any reason and without any notice to you or your administrator, we may cancel your right, or the right of your administrator or any additional user, to use Tioga State Bank, N.A. Online or any feature of Tioga State Bank, N.A. Online.

The cancellation will take effect immediately unless we decide to have it take effect later.

Once the cancellation by you or us of your right to use Tioga State Bank, N.A. Online or any feature of Tioga State Bank, N.A. Online takes effect, we may, but we will not have to, process any order that is

given through Tioga State Bank, N.A. Online before the cancellation takes effect and would involve the use of a feature of Tioga State Bank, N.A. Online that your right to use has been canceled.

Once the cancellation by us or the right of your administrator or any additional user to use Tioga State Bank, N.A. Online or any feature of Tioga State Bank, N.A. Online takes effect, we may, but we will not have to, process any order that is purportedly given through Tioga State Bank, N.A. Online by him or her before the cancellation takes effect and would involve the use of a feature of Tioga State Bank, N.A. Online that his or her right to use has been canceled.

The cancellation by you or us of your right, or the right of your administrator or any additional user, to use Tioga State Bank, N.A. Online or any feature of Tioga State Bank, N.A. Online will not affect any of your obligations under this agreement.

ENTIRE AGREEMENT. Except for any agreement between you and us concerning any of your deposit accounts, any of your loan accounts, any line of credit account or other overdraft facility with us to which any of your deposit accounts is tied or transfers of funds or payments to or from any of your deposit accounts, any of your loan accounts or the line of credit account or other overdraft facility, this agreement is the final and complete agreement between you and us concerning Tioga State Bank, N.A. Online. If any part of any agreement described in the preceding sentence is incompatible with any part of this agreement, the part of this agreement will control. Any statement concerning Tioga State Bank, N.A. Online made by any of our employees or anyone else is not part of this agreement. This agreement replaces any other agreement now existing between you and us concerning Tioga State Bank, N.A. Online.

#### TIOGA STATE BANK, N.A. ONLINE BANKING

TIOGA STATE BANK, N.A. ONLINE BANKING FEATURES AND SERVICES: Tioga State Bank, N.A. Online Banking includes, but is not limited to the following features and services: Tioga State Bank, N.A. Online Banking, Tioga State Bank, N.A. Online Bill Pay, TSB Digital Business Banking, External Transfers (Rapid Transfer or Standard Transfer), Mobile Banking, Remote Deposit Anywhere, Card Management/MyCardRules, Stop Payments, and Credit Monitoring. Tioga State Bank, N.A. Online Banking is always included in Tioga State Bank, N.A. Online, while other Tioga State Bank, N.A. Online features are included only if elected in your application.

Subject to the provisions of this agreement, Tioga State Bank, N.A. Online Banking may be used to:

Give an order to us to make a non-recurring transfer of funds from any of your deposit accounts to any other of your deposit accounts or any of your loan accounts or from any of your line of credit accounts to any other of your loan accounts or any of your deposit accounts;

Give an order to us to make a series of recurring transfers of funds of the same amount from any of your deposit accounts to any other of your deposit accounts or any of your loan accounts or from any of your line of credit accounts to any other of your loan accounts or any of your deposit accounts;

Give an order to us changing or canceling an order previously given through Tioga State Bank, N.A. Online Banking;

Give an order to us changing or canceling all future transfers of funds orders that were previously given through Tioga State Bank, N.A. Online Banking; and

Request information available through Tioga State Bank, N.A. Online Banking concerning any deposit or loan account with us that is approved by us as accessible for information through Tioga State Bank, N.A. Online Banking (for example, information concerning deposits in and withdrawals from a deposit account and the balance of the deposit account).

FEES. The fee schedule accompanying this agreement shows the fees you must pay for the use of Tioga State Bank, N.A. Online or any feature or Service of Tioga State Bank, N.A. Online, which are in addition to the fees applicable to any of your deposit accounts or any other deposit account you have with us now or in the future. We may charge any of the fees against any of your deposit accounts or any other deposit account you have with us now or in the future.

SUFFICIENT BALANCE REQUIRED FOR TRANSFER OR PAYMENT. The available account balance must be sufficient to cover the amount of the transfer or payment at the time of processing.

INDEMNIFICATION. Except to the extent that this agreement imposes liability on us, you must indemnify us against each liability, cost and expense (for example, if we hire an attorney for advice, litigation or any other purpose, reasonable attorneys' fees and disbursements) imposed on, incurred by or asserted against us as a direct or indirect result of our accepting or following any order that is given through Tioga State Bank, N.A. Online or our acting on any information, notice, order or other communication or document that we receive from you, your administrator or any additional user.

STATEMENTS. Approximately once a month, we will send you or otherwise make available to you a statement for each of your deposit accounts. Any statement for any of your deposit accounts that we send you or otherwise make available to you will show all transactions credited to or charged against the account during the period covered by the statement.

#### TIOGA STATE BANK, N.A. BILL PAYMENT

TIOGA STATE BANK, N.A. ONLINE BILL PAY. Subject to the provisions of this agreement, Tioga State Bank, N.A. Online Bill Pay may be used to:

Give an order to us to make a non-recurring payment from your payment account;

Give an order to us to make a series of recurring payments of the same amount from your payment account;

Give an order to us changing or canceling payment orders that were previously given through Tioga State Bank, N.A. Online Bill Pay;

Give an order to us canceling or changing all future payment orders that were previously given through Tioga State Bank, N.A. Online Bill Pay; and

Request available information concerning payments from your payment account made through Tioga State Bank, N.A. Online Bill Pay.

Any payment from your payment account made through Tioga State Bank, N.A. Online Bill Pay will be made by either an electronic transfer of funds through an automated clearing house to the payee of the payment or the sending of a check to the payee. Because the payee will not receive a payment stub with the payment and because the payee may process payments made without a payment stub at a different location than is normally the case or may take longer than is normally the case to process those payments, it may be advisable for you to verify with the payee the address to which the payment should be sent and the period of time required for the posting of the payment.

Initiation, processing, charging, changing and cancellation of orders. The following rules apply to the initiation, processing, charging, changing and cancellation of orders that are given through Tioga State Bank, N.A. Online:

If an order to make a non-recurring transfer of funds is given through Tioga State Bank, N.A. Online Banking:

The order must schedule the transfer to be made on a specified date;

The transfer will be scheduled to be made on the date the order schedules it to be made, except that:

The transfer will be scheduled to be made on our first business day after that date if that date is the day we receive the order and either that date is not a business day of ours or we receive the order after 3:00 p.m. eastern United States time on that date; and

The transfer will be scheduled to be made on our last business day before that date if that date is not the day we receive the order and is not a business day of ours and we receive the order by 3:00 p.m. eastern United States time on our last business day before that date;

The transfer may be charged against the account from which it is to be made as early as the date on which it is scheduled to be made; and

The order may be changed or canceled until 3:00 p.m. eastern United States time on the date on which the transfer is scheduled to be made.

If an order to make a series of recurring transfers of funds is given through Tioga State Bank, N.A. Online Banking:

The order must provide for the transfers to be equal in amount and regular in frequency on a weekly, semi-monthly or monthly basis and must schedule them to begin on a specified date after the day we receive the order;

Each of the transfers will be scheduled to be made on the date the order schedules it to be made, except that, if it is the first of the transfers:

It will be scheduled to be made on our first business day after that date if that date is the day we receive the order and either that date is not a business day of ours or we receive the order after 3:00 p.m. eastern United States time on that date; and

It will be scheduled to be made on our last business day before that date if that date is not the day we receive the order and is not a business day of ours and we receive the order by 3:00 p.m. eastern United States time on our last business day before that date;

Each of the transfers may be charged against the account from which it is to be made as early as the date on which it is scheduled to be made; and

The order may be changed or canceled with respect to any of the transfers until 3:00 p.m. eastern United States time on the date on which the transfer is scheduled to be made.

If an order to make a non-recurring payment is given through Tioga State Bank, N.A. Online Bill Pay:

The order must provide as the payee of the payment a party that is located in the United States, would not be receiving the payment under a court order and is not regarded by us as ineligible for payment through Tioga State Bank, N.A. Online Bill Pay;

The order may not provide for the payment to be made in other than United States funds;

The order must schedule the payment to be made on a specified date;

The payment will be scheduled to be made on the date the order schedules it to be made, except that:

The payment will be scheduled to be made on the first day after that date that is any day Monday through Saturday and is not a legal holiday if that date is the day we receive the order and either that date is a Sunday or legal holiday or we receive the order after 3:00 p.m. eastern United States time on that date; and

The payment will be scheduled to be made on the last day before that date that is any day Monday through Saturday and is not a legal holiday if that date is not the day we receive the order and is a Sunday or legal holiday and we receive the order by 3:00 p.m. eastern United States time on the last day before that date that is any day Monday through Saturday;

The payment may be charged against your payment account as early as the date on which it is scheduled to be made; and

The order may be changed or canceled until 3:00 p.m. eastern United States time on the day before the date on which the payment is scheduled to be made.

If an order to make a series of recurring payments is given through Tioga State Bank, N.A. Online Bill Pay:

The order must provide for the same payee of all of the payments and must provide as the payee a party that is located in the United States, would not be receiving the payments under a court order or is not regarded by us as ineligible for payment through Tioga State Bank, N.A. Online Bill Pay;

The order must provide for the payments to be equal in amount, and regular in frequency on a weekly, biweekly, semi-monthly, monthly, quarterly, semi-annual or annual basis and must schedule them to begin on a specified date;

The order may not provide for any of the payments to be made in other than United States funds;

Each of the payments will be scheduled to be made on the date the order schedules it to be made, except that, if it is the first of the payments:

It will be scheduled to be made on the first day after that date that is any day Monday through Saturday and is not a legal holiday if that date is the day we receive the order and either that date is a Sunday or legal holiday or we receive the order after 3:00 p.m. eastern United States time on that date; and

It will be scheduled to be made on the last day before that date that is any day Monday through Saturday and is not a legal holiday if that date is not the day we receive the order and is a Sunday or legal holiday and we receive the order by 3:00 p.m. eastern United States time on the last day before that date that is any day Monday through Saturday;

Each of the payments may be charged against your payment account as early as the date on which it is scheduled to be made; and

The order may be changed or canceled with respect to any of the payments until 3:00 p.m. eastern United States time on the day before the date on which the payment is scheduled to be made.

TSB Digital Business Banking TSB Digital Business Banking. Subject to the provisions of this agreement, TSB Digital Business Banking may be used to:

Give an order to us to make a transfer of funds by an electronic transfer of funds through an automated clearing house from a deposit account maintained by you or someone other than you with us or another financial institution to another deposit account maintained by you or someone other than you with us or another financial institution as long as one of the accounts is maintained by you;

Give an order to us to make a transfer of funds by a wire or intrabank transfer of funds from your payment account to a deposit account maintained by someone other than you with us or by you or someone other than you with another financial institution.

If an order to make a transfer of funds by an electronic transfer of funds through an automated clearing house is given through TSB Digital Business Banking:

The transfer will be subject to the provisions of any agreement between you and us governing transfers of funds by an electronic transfer of funds through an automated clearing house even if the agreement does not refer to an order given through TSB Digital Business Banking ;

If the transfer is to be made from your payment account, the total of the amount of the transfer and the amounts of all other transfers of funds from your payment account to be made the same day by an electronic transfer of funds through an automated clearing house may not exceed a limit set by your administrator; and

If an order to make a transfer of funds by a wire or intrabank transfer is given through TSB Digital Business Banking:

The transfer will be subject to the provisions of any agreement between you and us governing transfers of funds by a wire or intrabank transfer of funds even if the agreement does not refer to an order given through TSB Digital Business Banking;

If the transfer is to be made from your payment account, the amount of the transfer may not exceed a limit set by your administrator; and

Limitations and other rules applicable to transfers of funds and payments. The following limitations and other rules apply to transfers of funds and payments initiated by orders that are given through Tioga State Bank, N.A. Online:

Any transfer of funds from a deposit account ordered through Tioga State Bank, N.A. Online Banking or TSB Digital Business Banking will be subject to the funds being available for withdrawal from the account when the order to make the transfer is to be charged against the account with respect to the transfer and, if the transfer is to be made by a wire or intrabank transfer of funds from your payment account, subject to the funds being collected funds.

Any payment ordered through Tioga State Bank, N.A. Online Bill Pay will be subject to the funds that are to be used to make the payment being available for withdrawal from your payment account when the order to make the payment is to be charged against your payment account with respect to the payment.

Any transfer of funds from any of your line of credit accounts ordered through Tioga State Bank, N.A. Online Banking will be subject to the funds being available as credit under the account when the order to make the transfer is to be charged against the account.

If, when any order to make a transfer of funds or payment from a deposit account maintained by you with us given through Tioga State Bank, N.A. Online is to be charged against the account with respect to the transfer or payment, the amount of the transfer or payment exceeds the amount of money available for withdrawal from the account (taking into consideration, if the account is tied to a line of credit account or other overdraft facility with us, the amount of credit available under the line of credit account or other overdraft facility), we may either make the transfer or payment, in which case you will be liable for the excess, or refuse to make the transfer or payment. In either case, you will be liable for any fee applicable to the withdrawal or attempted withdrawal of money from the account in excess of the amount of money available for withdrawal from the account. But, if we refuse to make the transfer or payment, we may, but we will not have to, attempt to make it on a later business day of ours.

If, when any order to make a transfer of funds from any of your line of credit accounts given through Tioga State Bank, N.A. Online Banking is to be charged against the account, the amount of the transfer exceeds the amount of credit available under the account, we may either make the transfer, in which case the amount of the transfer will be considered to be credit extended under the account, or refuse to make the transfer. In either case, you will be liable for any fee applicable to the obtaining of the credit or attempted obtaining of credit in excess of the amount of credit available under the account.

For reasons of security, we may, at any time and without any notice to you or your administrator, refuse to honor any order to make a transfer of funds or payment given through Tioga State Bank, N.A. Online.

We may, at any time and without any notice to you or your administrator, refuse to honor any order to make a transfer of funds or payment given through Tioga State Bank, N.A. Online if the order reasonably appears to us to be fraudulent or erroneous.

If an order to make a transfer of funds or payment given through Tioga State Bank, N.A. Online contains an inconsistency in the name and account or other identifying number of an account or payee, financial institution or other party, we may, but we will not have to, treat the number as controlling and rely on the number in processing the order.

You will be responsible for assuring that any order to make a payment through Tioga State Bank, N.A. Online Bill Pay is given to us in sufficient time for the order to be processed and the payment to be sent so that the payment is received by the payee of the payment by the date the payment is to become due without taking into consideration any grace period provided by the payee, and you will be responsible, and we will not be liable, for any consequence of your not assuring that that is done (for example, any finance or late charge resulting from the payment being made late). If the payment is to be made by an electronic transfer of funds to the payee, up to three of our business days after the day we receive the order if that day is a business day of ours, or up to three of our business days after our first business day after that day if that day is not a business day of ours, will be necessary to allow for processing of the order so that the payment is received by the payee by the date it is to become due. If the payment is to be made by the preparation and sending to the payee of a check, up to five of our business days after the day we receive the order if that day is a business day of ours, or up to five of our business days after our first business day after that day if that day is not a business day of ours, will be necessary to allow for the processing of the order so that the payment is received by the payee by the date it is to become due.

We may at any time and without any notice to you or your administrator, refuse to honor any order to make a payment given through Tioga State Bank, N.A. Online Bill Pay if, because the order identifies the same payee, payment date and amount, it appears to duplicate another order to make a payment given through Tioga State Bank, N.A. Online Bill Pay.

Authorization and appointment as agent. You authorize us and appoint us as your agent to take on your behalf any action we believe necessary or appropriate to implement any order that is given through Tioga State Bank, N.A. Online or to correct any error in crediting or charging any of your deposit accounts or any of your loan accounts in connection with any order that is given through Tioga State Bank, N.A. Online. For example, you authorize us and appoint us as your agent to on your behalf:

Withdraw money from any of your deposit accounts and deposit the money in any other of your deposit accounts in order to implement any order to make a transfer of funds from the first deposit account to the other deposit account given through Tioga State Bank, N.A. Online Banking;

Withdraw money from any of your deposit accounts and use the money to make a payment under any of your loan accounts in order to implement any order to make a transfer of funds from the deposit account to the loan account given through Tioga State Bank, N.A. Online Banking;

Obtain credit under any of your line of credit accounts and deposit the proceeds of the credit in any of your deposit accounts in order to implement any order to make a transfer of funds from the line of credit account to the deposit account given through Tioga State Bank, N.A. Online Banking;

Obtain credit under any of your line of credit accounts and use the proceeds of the credit to make a payment under any other of your loan accounts in order to implement any order to make a transfer of funds from the line of credit account to the other loan account given through Tioga State Bank, N.A. Online Banking; and

Withdraw money from your payment account in order to implement any order to make a payment from your payment account given through Tioga State Bank, N.A. Online Bill Pay.

Direct that money be withdrawn from a deposit account maintained by you or someone other than you with us or another financial institution and direct that the money be deposited in another deposit account maintained by you or someone other than you with us or another financial institution in order to implement any order to make a transfer of funds by an electronic transfer of funds through an automated clearing house from the first deposit account to the other deposit account given through TSB Digital Business Banking; and

Withdraw money from your payment account and direct that the money be deposited in an account maintained by someone other than you with us or by you or someone other than you with another

financial institution in order to implement any order to make a transfer of funds by a wire or intrabank transfer of funds from your payment account to the other deposit account given through TSB Digital Business Banking.

Our withdrawal of money from any of your deposit accounts or our obtaining of credit under any of your line of credit accounts under the authority given and the appointment as your agent will be as effective as though you had signed a check or withdrawal form to make the withdrawal or to obtain the credit.

In addition, you authorize the bill payment processor and appoint it as your agent to take on your behalf any action it believes necessary or appropriate to implement any order that is given through Tioga State Bank, N.A. Online Bill Pay. For example, you authorize the bill payment processor and appoint it as your agent to direct us on your behalf to withdraw funds from your payment account in order to implement any order to make a payment from your payment account given through Tioga State Bank, N.A. Online Bill Pay.

#### EXTERNAL TRANSFERS

Within Tioga State Bank, N.A. Online Banking you may use the External Transfer service ("Service"). This Service allows you to transfer funds between your linked personal deposit accounts at Tioga State Bank, N.A. and certain deposit accounts at other financial institutions located in the United States. An inbound transfer moves funds into an account at Tioga State Bank, N.A. An outbound transfer moves funds from an account at Tioga State Bank, N.A. to an account outside of Tioga State Bank, N.A. You will need to enroll each of your non-Tioga State Bank, N.A. accounts that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with Tioga State Bank, N.A. procedures. The verification process must be completed by you prior to using the Service. You will have 10 days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred will be debited/credited to your Tioga State Bank, N.A. account the business day following the day you initiate the transfer, provided you have met the FI's cutoff time for submitting External Transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 3:45 PM EST. Funds requested to be transferred will be debited/credited to the non-Tioga State Bank, N.A.-Financial Institution account according to the receiving FI's availability and transaction processing schedule.

Requests for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be cancelled by 3:45 PM EST the day prior to the scheduled transfer date. If the transfer status is In Process, Pending, or Processed, you cannot cancel the transfer.

There is a per transfer fee for this Service. Fees are subject to change. Transfers are subject to the following limits unless otherwise agreed upon by you and Tioga State Bank, N.A.:

Unlimited inbound transfers per day not to exceed a total of \$10,000.00

Unlimited outbound transfers per day not to exceed a total of \$10,000.00

The above limits apply to the total of all External Transfers of a specific type for all accounts enrolled in the Service. We may change your dollar limits and transfer limits at any time.

## MOBILE BANKING

This Tioga State Bank, N.A. Mobile Banking Agreement governs your use of Tioga State Bank, N.A. Online via your mobile device and is supplemental to the Tioga State Bank, N.A. Online Agreement. Throughout this Agreement and all related documents, Tioga State Bank, N.A. Mobile Banking Agreement will be referred to as "Agreement". By clicking on the box below you agree to all of the terms of this Agreement and the Tioga State Bank, N.A. Online Agreement.

Tioga State Bank, N.A. Mobile Banking allows you to view your Tioga State Bank, N.A. account balances and transaction history, transfer funds between accounts, pay bills to existing payees and view alerts.

There are currently no additional fees for accessing Tioga State Bank, N.A. Mobile Banking. However, you may be charged additional fees by your mobile device provider based upon your individual plan - these fees are the sole responsibility of Customer.

You will need to access Tioga State Bank, N.A. Online and complete the required information regarding your mobile device. You will need to designate which accounts and services you would like to allow access to via your mobile device. You must enroll separately for web based mobile banking. Also at this time, you will need to accept the terms and conditions of this service contained in this Agreement.

You will utilize your current Tioga State Bank, N.A. Online ID and password to access Tioga State Bank, N.A. Mobile Banking. Because your password is used to access your accounts and we are entitled to act on instructions received under your password, you should treat it as you would any other sensitive personal data. You should carefully select a password that is hard to guess. Keep your password safe. Memorize your password and never disclose it to anyone. We will never ask you to e-mail your personally identifiable information such as your Social Security number or account number.

You may set up Tioga State Bank, N.A. Mobile Banking to access any accounts you currently have established in Tioga State Bank, N.A. Online.

Your Tioga State Bank, N.A. Mobile Banking can be cancelled at any time by either you or us. You will be immediately removed from Tioga State Bank, N.A. Mobile Banking if your Tioga State Bank, N.A. Online Banking is cancelled.

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact us. The balances are updated in "real-time" and the system will display the most current "as of" date on the "accounts" summary page. Situations may occur that cause a delay in an update of your balances. The system will use the most current balance available at the time of a transaction on which to base our approval.

Any information you receive from us through Tioga State Bank, N.A. Mobile Banking is believed to be reliable. However, it can only be provided on a best efforts basis for your convenience and is not warranted or guaranteed. We are not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any investment or other decision made using this information.

The Bank does not have any duty to monitor payments made through Tioga State Bank, N.A. Online Bill Pay. If you are a business and one of your authorized representatives uses your Tioga State Bank, N.A. Online Bill Pay service to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with such use.

We shall be responsible only for performing the services we expressly agree to perform in this Agreement, subject to all of the limitations provided herein. We shall not be responsible or liable for (a) any acts or omissions by you, including without limitation, the amount, accuracy, timeliness of delivery, or your authorization of any bill payment, or (b) any acts or omissions of any other person, including

without limitation, NACHA, any ACH, transmission or communications facility or any data processor company. No such person or entity shall be deemed our agent.

The Customer has the sole responsibility to establish and maintain procedures to adequately safeguard against unauthorized mobile device usage and/or entries from his/her mobile device.

TSB DIGITAL BUSINESS BANKING CUSTOMERS. You warrant that no other person other than those authorized by you will be allowed to initiate mobile device entries. You agree to take all reasonable steps to maintain the confidentiality of any user IDs, passwords, and related instructions provided by us in connection with the services agreed to hereunder. In addition to the standard functionality of Tioga State Bank, N.A. Mobile Banking, TSB Digital Business Banking users have the ability to initiate existing ACH batches and/or transmit existing wire transfer requests. If you are a business and one of your authorized representatives uses Tioga State Bank, N.A. Mobile Banking to initiate/transmit ACH/wires which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with such use.

NO SIGNATURE REQUIREMENTS. When any payment or other online service generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

#### STOP PAYMENT ORDERS

Give an order to us to stop the payment of any check written on any demand deposit, NOW or money market investment account you have with us now or in the future.

Any order to stop the payment of a check given through TSB Digital Business Banking will be subject to our general rules concerning orders to stop the payment of a check, except that the order need not be confirmed in writing. For example, the order will be effective for six months after the date it is placed against the account on which the check is written. You must pay in connection with the order the normal fee charged by us for an order to stop the payment of a check.

Stopping transfer of funds or payment in series of recurring transfers of funds or payments. If an order to make a series of recurring transfers of funds or payments of the same amount is given through Tioga State Bank, N.A. Online, we may be ordered to stop any transfer or payment in the series by telephoning us at 888-303-4872 and asking for our Electronic Banking Department or writing us at Tioga State Bank, N.A., 1 N. Main Street, PO Box 386, Spencer, NY 14883-0386, Attention: Electronic Banking Department,

in time for us to receive the order to stop the transfer or payment at least three of our business days before the date on which the transfer or payment is scheduled to be made. The order will not be binding on us with respect to the transfer or payment if we do not receive it at least three of our business days before the date on which the transfer or payment is scheduled to be made. However, even if we do not receive the order at least three of our business days before the date on which the transfer or payment is scheduled to be made, we may follow it even though it will not be binding on us. If we receive the order at least three of our business days before the date on which the transfer or payment is scheduled to be made, we will be liable to the extent provided by applicable law for any damage you suffer as a result of our failure to comply with the order, but we will be liable for actual damages only and not consequential or punitive damages if the failure was not intentional and resulted from a bona fide error despite our maintenance of procedures reasonably adapted to avoid the error. If the order is not in writing, we may require you to provide a written confirmation of the order to us so that we receive the written confirmation within 14 days after the date the order is given to us. In that case, the order will cease to be binding on us 14 days after the date it is given to us unless we receive the written confirmation during the 14 days. However, even if we do not receive the written confirmation during the 14 days, we may continue to follow the order even though it is no longer binding on us. The order may be limited to a single transfer or payment in the series, or it may apply to all future transfers or payments in the series. If it applies only to a single transfer or payment in the series, we may, but we will not have to, allow any other transfer or payment in the series. You will be liable in connection with the order for any fee applicable to the ordering of the stopping of a transfer of funds or payment from whichever of your deposit accounts is the account from which the transfer or payment is to be made.

#### REMOTE DEPOSIT ANYWHERE

This Agreement contains important terms and conditions which govern the RDA service. Other agreements you have entered into with Tioga State Bank, N.A., including the Depository Agreement and Disclosures governing your Tioga State Bank, N.A. account are incorporated by reference and made a part of this Agreement. You understand and agree that by using the RDA service, you are accepting the terms and conditions of this RDA Agreement and that your use of your Username and Password will be considered the same as your written signature in authorizing us to complete any transaction or request communicated to us.

The RDA service is designed to allow you to make deposits to your checking or savings accounts at Tioga State Bank, N.A. from home or remote locations by scanning checks using your mobile access device and delivering the images and associated deposit information to Tioga State Bank, N.A.

Your use of RDA constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will send all notification of material change by mail or secure email. Your continued use of RDA after such notification will indicate your acceptance of the revised Agreement. Further, Tioga State Bank, N.A. reserves the right, in its sole discretion, to change, modify, add, or

remove features or functions of the RDA service. Your continued use of RDA will indicate your acceptance of any such changes to the Service.

We do not guarantee functionality of the RDA service on all wireless communication devices. When using the RDA service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any inconvenience or losses you may experience as a result. If the RDA service has qualification requirements, we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the RDA service, in whole or in part, or your use of the RDA service, in whole or in part, immediately and at any time without prior notice to you. We may elect to discontinue RDA at any time. We may deny you access to RDA for inactivity if you do not make use of the Service for an extended period of time. If we choose to discontinue RDA, we will make reasonable efforts to provide you with reasonable advance notice.

**RDA PROCESS:** In order to use RDA, you must obtain and maintain, at your own expense, compatible hardware and software as specified by Tioga State Bank, N.A. from time to time. You are responsible for providing your own hardware and software ("Access Device") to access RDA. You are also responsible for the charges of any wireless network or internet service provider you may utilize in accessing RDA.

You acknowledge that at any time, the hardware and software you use to access RDA may be subject to unauthorized tracking, interception, corruption, diversion or other manipulation by "spyware" or other malicious code. We are not responsible for detecting the existence of any such malicious code, or for advising you of its existence or potential effects even if we become aware of it, and your use of your hardware and software to access RDA is at your sole risk and expense. We reserve the right at all times and without advance notice to you to take actions to protect our systems and information, including denying you use of RDA.

In using RDA, you agree to scan and remotely deposit into a deposit account as described in the Deposit Agreement, which is incorporated by reference and made a part hereof, only checks ("Checks" or "Items"), as that term is defined in Federal Reserve Board Regulation CC ("Regulation CC"). You agree that you will not deposit, without our prior written consent, items prohibited by this Remote Deposit Agreement, or in violation of applicable laws and/or regulations, or "Substitute Checks" as defined by federal law or Image Replacement Documents (as that term is defined by the Check Clearing for the 21st Century Act, also known as Check 21) that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you agree to reimburse us for any losses, costs and expenses we may incur associated with warranty or indemnity claims. If you provide us with an Image Replacement Document of a substitute check for deposit into your account instead of an original Check, you agree to reimburse us for losses, costs and expenses we incur because the substitute check resulting from the Image Replacement Document does not meet applicable substitute check standards and/or causes duplicate payments.

You agree that using RDA to transmit an image of a check to Tioga State Bank, N.A. for deposit to your account shall be deemed the presentment of an "item" to Tioga State Bank, N.A. for payment within the meaning of Article 4 of the Uniform Commercial Code and you warrant that:

- a) The item is eligible for deposit using RDA;
- b) The item is not a duplicate of an item previously deposited;
- c) You will not re-deposit or re-present the item;
- d) All information you provide to Tioga State Bank, N.A. in connection with the item is accurate and true;
- e) You are in compliance with this Agreement and with all applicable laws, rules and regulations;
- f) You are not aware of any factor which may impair the collectability of the item; and
- g) You will indemnify and hold harmless Tioga State Bank, N.A. from any loss resulting from any breach of this warranty provision.

You agree that you will not use RDA to electronically present to Tioga State Bank, N.A. for deposit any of the following ineligible items:

- a) Any check or item payable to any person or entity other than you;
- b) Items that are drawn on your own account here at Tioga State Bank, N.A. (either personal or business affiliated account);
- c) Any check or item containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect is fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- d) Any check or item payable jointly, unless deposited into an account in the name of all payees;
- e) Any check previously converted to a substitute check, as defined in Regulation CC;
- f) Any check drawn on a financial institution located outside the United States;
- g) Any check that is a remotely created check, as defined in Regulation CC;
- h) Any check not payable in United States currency;
- i) Any check dated more than 6 months prior to the date of deposit;
- j) Any check or item prohibited by Tioga State Bank, N.A.'s current procedures relating to RDA or which is not acceptable under the terms of your Tioga State Bank, N.A. account;
- k) Any check payable on sight or payable through draft, as defined in Regulation CC;
- l) Any check not properly endorsed as specified in this Agreement;

- m) Any check that has previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution;
- n) Any check or item drawn or otherwise issued by the U.S. Treasury Department.

You agree to restrictively endorse "For Mobile Deposit Only" any item transmitted through RDA. You agree to follow any and all other procedures and instructions for use of RDA that Tioga State Bank, N.A. may establish from time to time.

You shall ensure that the images you transmit to us shall be of such quality that the following information can clearly be read:

- a) The amount of the Item
- b) The Payee
- c) The Drawer's Signature
- d) The Date of the Item
- e) The Item number
- f) The information identifying the drawer and the paying bank that is preprinted on the Check, including the complete MICR line
- g) Other information placed on the Item prior to the time an image of the Item is captured, such as any required identification written on the front of the Item and any endorsements applied to the back of the Item; and
- h) Such other information as may be reasonably required by Bank.

The legibility of the image of an item transmitted to us shall be determined in our sole discretion. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by Tioga State Bank, N.A., the American National Standards Institute (ANSI), the Federal Reserve Board, and any other regulatory agency, clearinghouse or association.

We reserve the right to reject any item transmitted through RDA, at our discretion, with no liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. By using RDA, you accept the risk that an item may be intercepted, altered or misdirected during transmission. Tioga State Bank, N.A. bears no liability to you or to others for any such intercepted, altered or misdirected items or information disclosed through such errors.

An image of an item shall be deemed received by Tioga State Bank, N.A. when you receive via email on your Access Device or otherwise a confirmation from Tioga State Bank, N.A. that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You agree that Tioga State Bank, N.A. is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Upon your receipt of a confirmation from Tioga State Bank, N.A. that we have received an image of an item, you agree to prominently and indelibly mark the item, "Electronically Presented" or "VOID" and to properly secure the item to ensure that it is not re-presented for payment. You agree never to re-present the item. You agree to retain the item for at least 60 calendar days from the day on which you receive or have access to your applicable Tioga State Bank, N.A. account statement and until any suspected error in processing the item is resolved. During that period, you agree to promptly provide the item, or a sufficient copy of the front and back of the item, to Tioga State Bank, N.A. as requested to aid in the clearing and collection process, to investigate suspected errors in your account statement of which you notify Tioga State Bank, N.A., to resolve claims by third parties with respect to the item, or for Tioga State Bank, N.A.'s audit purposes. After such period, you agree to destroy the item in such a manner as will render it incapable of further transmission, deposit, or presentment.

Upon acceptance of an image, we shall grant your account Provisional Credit, defined below, for the amount of each image on the following business day. "Provisional Credit" means that the credit is made to your account subject to final payment of the items and subject to the terms of the Deposit Agreement.

**FUNDS AVAILABILITY.** Funds from items deposited through RDA will be available according to the Tioga State Bank, N.A. Funds Availability Policy, as amended from time to time. The funds availability policy is available at any community office of Tioga State Bank, N.A. for your review.

**LIMITATIONS.** You may scan and submit check images for deposit to Tioga State Bank, N.A. within the dollar limits ("deposit limits") and number of items per business day limit established for you by Tioga State Bank, N.A. These dollar and number limits will be communicated to you when you are approved for the Service. From time to time, we may establish or change limits on the dollar amount and/or number of items you may deposit using RDA during specified time periods. If you attempt to initiate a deposit using RDA in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, our acceptance of such deposit will be subject to the terms of this Agreement, and we will not be obligated to allow a deposit in excess of applicable limits at any other time.

**BUSINESS ACCOUNTS.** The following information is applicable to business accounts. "Business accounts" mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not "consumer" accounts and are not maintained primarily for personal, family, or household purposes. For business accounts using the Remote Deposit Anywhere service, Tioga State Bank, N.A. is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise caused by the Remote Deposit Anywhere service. By using Remote Deposit Anywhere to access your business accounts, you are responsible for any unauthorized use of the Service and any loss or damages incurred due to the unauthorized access to your business accounts. If your business deposit activity through the RDA service exceeds your deposit limits, Tioga State Bank, N.A. reserves the right to disable your access and provide you with information on other available business banking electronic deposit options. If any person with authorized access through the RDA service to conduct transactions on any business account is no longer authorized, it is your responsibility to notify Tioga State Bank, N.A. Tioga State Bank, N.A. shall not be liable or responsible to you for any transactions conducted on a business account by any person whose authority to conduct transaction is no longer in effect until Tioga State Bank, N.A. is expressly notified.

**RELATIONSHIP TO OTHER AGREEMENTS.** You agree that when you use Remote Deposit Anywhere, you will remain subject to the terms and conditions of all your existing agreements with Tioga State Bank, N.A. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including but not limited to, your mobile service carrier or provider, and that this agreement does not amend or supersede those agreements. You also agree that if you have any problems with Remote Deposit Anywhere that you will contact Tioga State Bank, N.A. directly.

#### **CARD MANAGEMENT/MYCARDRULES**

**MOBILE APPLICATION PRIVACY POLICY.** The primary service provider for Tioga State Bank, N.A.'s mobile banking service is Jack Henry & Associates, Inc. (the "Provider"). Provider may access personal information while you use its mobile application. Provider may ask for a mobile phone number or email address. Provider will use this contact information to alert you about app-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. Provider may collect and store the following information: application version, device system name, device system version and device model for the purpose of internal reporting, troubleshooting and tracking application usage per individual applications and version. In addition to this Mobile Application Privacy Policy, Tioga State Bank, N.A. maintains a privacy policy covering the personal and financial information related to your use of Tioga State Bank, N.A.'s services and products, including such information that may be gathered through use of this mobile banking service. A copy of that privacy policy is available from Tioga State Bank, N.A.

**TERMS AND CONDITIONS.** This is a legal agreement between Cardholder and/or App User ("You") and Tioga State Bank, N.A. ("Tioga State Bank, N.A." or "We") that issued You the Payment Card that You register within this Service. This agreement governs Your use of the MyCardRules service (the "Service"). This agreement, together with all updates, additional terms, privacy policy and all applicable Tioga State Bank, N.A. rules and policies, collectively constitute the "Agreement" between You and Tioga State Bank, N.A. with respect to the Service. By logging in and connecting to the Service, You are indicating that You agree to these terms. If You do not agree to these terms, do not log in, connect to, or use the Services.

**PERMITTED USE OF THE SERVICE.** We are allowing You to use this Service on devices that You own or control. We reserve all rights not expressly granted to You. You also understand that full use of this Service requires You to have an account with Tioga State Bank, N.A. and that personally identifiable information may be collected by Tioga State Bank, N.A. in conjunction with your transactions, consistent with federal law and the Tioga State Bank, N.A.'s privacy policy.

**WHAT YOU ARE REQUIRED TO DO.** You must accept and abide by these terms as presented to You. Changes, additions, or deletions are not acceptable, and We may refuse to allow You to access to the Service.

**WHAT YOU MAY NOT DO.** You are not allowed to use the Service on any device that You do not own or control, and You may not distribute or make the Service available over a network where it could be used by multiple devices at the same time. You may not transfer in any form (including rent, lease, lend, sell, redistribute or sublicense) the Service. You may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Service, any updates, or any parts of updates. Any attempt to do so is a violation of the rights of Tioga State Bank, N.A. and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of this Agreement govern any upgrades provided by Tioga State Bank, N.A. that replace and/or supplement the original Service, unless such upgrade is accompanied by a separate Agreement, in which case the terms of that agreement will govern.

You may not transfer or assign any rights or obligations you have under this Agreement without Tioga State Bank, N.A.'s prior written consent, which We may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to affiliates, independent contractors or other third parties.

**WHAT WE ARE ALLOWED TO DO.** We may amend this Agreement at any time by posting a revised version on the Tioga State Bank, N.A. web site. You may be required to affirmatively accept the revised

Agreement in order to continue using the Service. We may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently,

By using the Service, You acknowledge and accept that We may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of updates, product support and other services to You (if any) related to the Service. We may use this information, as long as it is in a form that does not personally identify You, to improve our products or to provide services or technologies to You.

The Service may enable access to Tioga State Bank, N.A. and third party services and web sites, including GPS locator websites, such as Google, that allow You to find a branch. Use of the Service may require Internet access and Your acceptance of additional terms of those services.

To the extent the Service allows You to access third party services, We, and our licensors, reserve the right to change, suspend, remove, or disable access to any third party services at any time without notice. In no event will Tioga State Bank, N.A. be liable for the removal of or disabling of access to any such third party services. We may also impose limits on the use of or access to portions of the Service, in any case and without notice or liability. We are not responsible for the contents of, updates to, or privacy practices of these third parties, which may differ from those of Tioga State Bank, N.A.

#### CREDIT SCORE MANAGER:

You agree that by navigating beyond the **My Financial Health** tab in our Online Banking Service, entering your information and continuing beyond the “Agree and Continue” button, or by otherwise accessing or using the Credit Score Manager Third-Party Content, you instruct Tioga State Bank, N.A. to periodically obtain your credit report to use it for the following purposes:

To display your credit score information to you for educational purposes and to assist you in understanding how financial transactions affect your credit score;

To confirm your identity, such as to identify potential fraudulent transactions in your name; and

To offer our products and services to you.

## ERRORS AND QUESTIONS

In cases of errors or questions concerning transactions completed with the Tioga State Bank, N.A. Mobile Banking or any Service of Tioga State Bank, N.A. Online Banking, do one of the following, as soon as possible:

Telephone us at: 888-303-4872,

Write to: Tioga State Bank, N.A., 1 N. Main Street, PO Box 386, Spencer, NY 14883-0386, OR

E-mail us via the secure e-mail provided within Tioga State Bank, N.A. Online.

Please provide us the following information:

Name, Address, Tioga State Bank, N.A. Account Number & Online ID, Description of the error, and Amount of the error.

For Bill Payment errors tell us:

Checking account number used to pay the bill, Payee name, Date payment was sent, Confirmation number, Payment amount, Payee account number for the payment in question.

## CONSUMER DEPOSIT ACCOUNTS NOTICE OF ERROR RESOLUTION

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

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

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### CONSUMER LINE OF CREDIT ACCOUNTS NOTICE OF ERROR RESOLUTION

- You must contact us within 60 days after the error appeared on your statement.
- You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
- While we investigate whether or not there has been an error, the following are true:
  - We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

#### COMMERCIAL/MUNICIPAL CUSTOMERS

**BUSINESS USE.** You represent to us that the use of Tioga State Bank, N.A. Online by your administrator, any additional user or anyone else your administrator or any additional user allows to have any of your identification numbers or to use Tioga State Bank, N.A. Online in any way will be primarily for business purposes rather than personal, family or household purposes. You acknowledge that you will not have any right that applies under applicable law to deposit or credit accounts established primarily for personal, family or household purposes but not to deposit or credit accounts not established primarily for personal, family or household purposes (for example, the right to limited liability for unauthorized use of an internet banking service). Nothing in this agreement, any statement for any of your deposit accounts or any of your line of credit accounts that we send you or otherwise make available to you or any notice or other communication or document that we send you (for example, the use of a term defined in the Electronic Fund Transfer Act or the Truth in Lending Act or the giving of a notice required by the Electronic Fund Transfer Act or the Truth in Lending Act) will give you any right that applies under applicable law to deposit or credit accounts established primarily for personal, family or household

purposes but not to deposit or credit accounts not established primarily for personal, family or household purposes.

**YOUR ADMINISTRATOR.** You represent to us that your administrator has an unrestricted right to act alone to withdraw funds from each of your deposit accounts (for example, by signing a check written on the account or a withdrawal form for the account) and to obtain credit under each of your line of credit accounts. We may rely on the authority of your administrator to act on your behalf in connection with Tioga State Bank, N.A. Online (for example, by giving any order designating any additional user and limitations on the authority of any additional user to give any order terminating, or changing any limitation on, the authority of any additional user to give any order designating any other individual as your administrator, choosing any of your identification numbers and requesting that any of your identification numbers be rendered ineffective) until we receive from any authorized party and have a reasonable time to act on a notice that your administrator is no longer authorized to act on your behalf in connection with Tioga State Bank, N.A. Online.

**ADDITIONAL USERS.** Monitoring whether any additional user is acting within his or her authority to give orders is the responsibility of your administrator, and we may rely on the authority of any additional user to give any order as long as the order complies with the limitations set by your administrator on Tioga State Bank, N.A. Online for orders initiated by the use of the customer identification number of that additional user.

**SECURITY PROCEDURES.** You acknowledge that the use of any of your identification numbers to verify that any order that is given through Tioga State Bank, N.A. Online has been given by you or on your behalf is a security procedure that is commercially reasonable for you. We may, but we will not have to, agree with you on a security procedure to detect any error in the transmission or content of any order that is given through Tioga State Bank, N.A. Online. Your administrator and each additional user must keep confidential your identification numbers and all information relating to any other security procedure referred to in this section, not reveal any of your identification numbers or any of the information to anyone not authorized to use Tioga State Bank, N.A. Online and notify us of any unauthorized disclosure or use of any of your identification numbers or any of the information. We may, but we will not have to, monitor the use of any of your identification numbers or any other security procedure referred to in this section and report any possible breach of any of your identification numbers or the other security procedure to you.

**NOTICE OF LOSS, THEFT, UNAUTHORIZED USE OR ERROR.** If your administrator or any additional user believes that any of your identification numbers has been lost or stolen, that any transaction involving any of your deposit accounts or any of your line of credit accounts may have been or may be made without your authorization or that we may have made an error with respect to any of your deposit accounts or any of your line of credit accounts, your administrator or that additional user must contact us at once by telephoning us at 607-589-7000 and asking for our Electronic Banking Department or

writing us at Tioga State Bank, N.A., 1 Main Street, P.O. Box 386, Spencer, NY 14883, Attention: Electronic Banking Department. If any statement for any of your deposit accounts, any other deposit account maintained by you with us or any of your line of credit accounts that we send you or otherwise make available to you indicates that a transaction involving the account may have been made without your authorization during the period covered by the statement or that we may have made an error with respect to the account during that period, you will lose any right to make any claim against us based on the transaction or error unless your administrator notifies us in writing of the transaction or error within 14 days after the date we send you the statement or otherwise make it available to you. If an order to us to make a transfer of funds by an electronic transfer of funds through an automated clearing house to or from a deposit account maintained by you is given to us through E-Cash Management without your authorization and neither the deposit account from which the transfer is to be made nor the deposit account to which the transfer is to be made is maintained by you with us, you will lose any right to make any claim against us based on the unauthorized transfer unless your administrator notifies us in writing of the unauthorized transfer within 14 days after the date the order is given to us.

LIABILITY FOR UNAUTHORIZED USE. How much you will have to bear of any loss of money taken from any of your deposit accounts or any other deposit account maintained by you or someone other than you with us or another financial institution in any transfer of funds or payment ordered through Tioga State Bank, N.A. Online by an order initiated by the use of any of your identification numbers without your authorization will be determined by applicable law and any agreement between you and us concerning the account or transfers of funds or payments from the account (for example, an agreement between you and us governing transfers of funds by an electronic transfer of funds through an automated clearing house or by a wire or intrabank transfer of funds), but:

EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS OF MONEY TAKEN FROM THE ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT ORDERED THROUGH TIOGA STATE BANK, N.A. ONLINE BY AN ORDER INITIATED BY THE USE OF ANY OF YOUR IDENTIFICATION NUMBERS WITHOUT YOUR AUTHORIZATION BY YOUR ADMINISTRATOR, ANY ADDITIONAL USER OR ANYONE ELSE YOUR ADMINISTRATOR OR ANY ADDITIONAL USER ALLOWS TO HAVE ANY OF YOUR IDENTIFICATION NUMBERS OR TO USE TIOGA STATE BANK, N.A. ONLINE;

EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS OF MONEY TAKEN FROM THE ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT ORDERED THROUGH TIOGA STATE BANK, N.A. ONLINE BY AN ORDER INITIATED BY THE USE OF ANY OF YOUR IDENTIFICATION NUMBERS WITHOUT YOUR AUTHORIZATION BEFORE WE RECEIVE AND HAVE A REASONABLE TIME TO ACT ON A NOTICE OF THE POSSIBLE UNAUTHORIZED USE OF ANY OF YOUR IDENTIFICATION NUMBERS WITHOUT YOUR AUTHORIZATION;

EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS OF MONEY TAKEN FROM THE ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT

ORDERED THROUGH TIOGA STATE BANK, N.A. ONLINE BY AN ORDER INITIATED BY THE USE OF ANY OF YOUR IDENTIFICATION NUMBERS WITHOUT YOUR AUTHORIZATION UNLESS WE FAIL TO EXERCISE ORDINARY CARE IN PROCESSING THE TRANSFER OR PAYMENT; AND IN THE CASE OF ANY LOSS OF MONEY TAKEN FROM THE ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT ORDERED THROUGH TIOGA STATE BANK, N.A. ONLINE BY AN ORDER INITIATED BY THE USE OF ANY OF YOUR IDENTIFICATION NUMBERS WITHOUT YOUR AUTHORIZATION, OUR LIABILITY WILL BE LIMITED, EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW, TO THE AMOUNT OF THE TRANSFER OR PAYMENT LESS ANY AMOUNT THAT, EVEN WITH OUR EXERCISE OF ORDINARY CARE, WOULD HAVE BEEN LOST.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS OF FUNDS AND PAYMENTS. Our liability for damages you suffer as a result of our failure to make or cause to be made, on time and in the correct amount, any transfer of funds or payment to or from any of your deposit accounts or any other deposit account maintained by you or someone other than you with us or another financial institution ordered by a timely and properly initiated order to make the transfer or payment given through Tioga State Bank, N.A. Online will be determined by applicable law and any agreement between you and us concerning the account or transfers of funds or payments to or from the account (for example, an agreement between you and us governing transfers of funds by an electronic transfer of funds through an automated clearing house or by a wire or intrabank transfer of funds), but:

EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LIABILITY, LOSS OR DAMAGE NOT RESULTING DIRECTLY FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND

EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LIABILITY, LOSS OR DAMAGE (FOR EXAMPLE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE AND EXEMPLARY DAMAGES), WHETHER BASED IN CONTRACT, TORT OR STRICT LIABILITY OR OTHERWISE, IN ADDITION TO ACTUAL DAMAGE, EVEN IF WE ARE ADVISED OF OR OTHERWISE KNOW OR SHOULD KNOW OF THE POSSIBILITY OF THE LIABILITY, LOSS OR DAMAGE.

OUR LIABILITY FOR FAILURE TO COMPLY WITH ORDER TO STOP TRANSFER OF FUNDS OR PAYMENT. Our liability for damages you suffer as a result of our failure to comply with any order to stop a transfer of funds or payment ordered through Tioga State Bank, N.A. Online that you have a right to stop under applicable law will be determined by applicable law and any agreement between you and us concerning the account from which the transfer or payment is to be made, but:

EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LIABILITY, LOSS OR DAMAGE NOT RESULTING DIRECTLY FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND

EXCEPT TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LIABILITY, LOSS OR DAMAGE (FOR EXAMPLE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE AND EXEMPLARY DAMAGES), WHETHER BASED IN CONTRACT, TORT OR STRICT LIABILITY OR OTHERWISE, IN ADDITION TO ACTUAL DAMAGE, EVEN IF WE ARE ADVISED OF OR OTHERWISE KNOW OR SHOULD KNOW OF THE POSSIBILITY OF THE LIABILITY, LOSS OR DAMAGE.

#### ACKNOWLEDGEMENT & CONSENT

By submitting your application to us, you are signing an agreement to be bound by this agreement, using Tioga State Bank, N.A. Online Banking in any way or allowing anyone else to have any of your identification numbers or to use Tioga State Bank, N.A. Online Banking in any way, you agree to be bound by all provisions of this agreement, all our instructions and requirements concerning Tioga State Bank, N.A. Online or any feature of Tioga State Bank, N.A. Online Banking and all legal terms and conditions contained on our World Wide Web site.

By signing or clicking on I Agree, you agree to the terms of the Tioga State Bank, N.A. Online Banking Services Agreement.

#### Acceptance of Agreement (Consumer)

Customer Signature:

Printed Name:

Email Address:

Date:

#### Acceptance of Agreement (Business)

Company Name:

Authorized Party Signature:

Printed Name:

Title:

Date:

Email Address:

## Addendum A

Tioga State Bank, N.A. Online Banking

### Quick References

Tioga State Bank, N.A. Online Banking Service with Processing/Cut-Off Time

Bill Payment - 3:00 PM EST; anything set up after 3:00 PM EST is processed the following business day.

E-Cash Management ACH - 4:00 PM EST; anything set up after will be processed the next business day.  
Files processed multiples times daily.

E-Cash Management Wire Transfers - 2:30 PM EST; anything set up after will be processed on the following business day.

External Transfers - 3:45 PM EST; anything set up after will be posted the following business day.

Stop Payment Orders - 6:00 PM EST; anything set up after will be processed on the following business day.

Supported Browsers - Current and Prior Major Release

Microsoft Edge

Firefox

Safari

Google Chrome

## JH DIGITAL BANKING TERMS OF USE

Jack Henry & Associates, Inc. ("JH", "our", "we" or "us") is the primary service provider for this online banking platform and mobile device application (the "App") (collectively the "Service"). JH is not the provider of any financial services available to you through the Service, and JH is not responsible for any of the materials, information, or services made available to you through the Service. By enrolling in or using the Service to access your account at your financial institution (the "Account"), you consent to these terms of use (the "Terms"), which are subject to periodic updates. The Terms are between JH and you, the end user. You agree that JH may notify you of any changes to the Terms through a communication or message through the Service, which will amend and replace the Terms upon your electronic acceptance. If you are using the Service on behalf of a company or other organization, such company or organization will also be considered a party to the Terms, and you represent and warrant that you have the authority to bind such company or organization to the Terms. THE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 15 THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

1. Account Information.

a. Source of Information. At your request, the Service will retrieve information from your financial institution, including transaction-related information ("Account Information"). By submitting such information to the Service, you represent that you are entitled to control the Account and submit such Account Information to the Service.

b. Accuracy. You are responsible for providing JH with accurate and updated (as necessary) account numbers, usernames, passwords, PINs, and other log-in related information ("Registration Information") so that the Service may access your Account Information. JH will not be liable for any typographical, keystroke, or other error made by you, including any error caused by "pre-filling" or automated entry done on your behalf on a device.

c. Confidentiality. If you use the Service, you are responsible for (i) maintaining the confidentiality of your Account and Registration Information; and (ii) restricting access to your Account on your device. You agree to accept responsibility for all activities that occur under your Account or password.

2. Application of Privacy Laws.

a. Scope of the Service. JH acts as a processor or service provider, as such terms are defined under applicable privacy laws, to your financial institution which is the controller of your personal information and is primarily responsible for handling requests related to your personal information. JH will cooperate with any privacy rights requests JH receives from your financial institution. If you use the Service to engage in transactions with other third parties, the privacy statement of any such third party will govern the use of your personal information by the third party. If you are a business subscriber of the Service, business-to-business exceptions in certain privacy laws may apply to your information.

b. Your Rights. Under applicable privacy laws, you may have certain rights such as the right to access your personal information, to have your personal information deleted, and to

opt-out of certain processing, sales, or sharing of personal information. Your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services, including such information that may be gathered through the Service, such as Account Information and Registration Information. Please see your financial institution's privacy policy if you wish to make any requests under these rights.

c. Telecommunication Providers. The use of the Service involves the electronic transmission of personal financial information across the networks of your telecommunications provider, and such use is governed by its privacy and security practices. JH does not operate or control the telecommunications networks used by you to access the Service. You are responsible for any fees assessed by your telecommunications provider during your use of the Service.

3. Rights you Grant to JH.

a. Your Data. You grant JH a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, and transmit (i) the data you submit to the Service, including passwords, Account Information, and Registration Information; and (ii) the data and information gathered and collected by JH through the Service about you, your device, system and application software, and peripherals, to provide the Service, facilitate the provision of software updates, product support, product enhancements, and other services (if any) related to the Service. JH may use this information, if it is anonymized, to enhance its offerings, improve its products, or develop new or additional services or technologies.

b. Chat Feature. When using the Service, you may choose to use a chat feature to communicate with a support representative at your financial institution. These chat sessions are recorded, and the recordings may be used as described herein. BY ACCESSING OR USING THE CHAT FEATURE IN THE SERVICE, YOU AFFIRMATIVELY CONSENT TO THE RECORDING OF THE CHAT SESSION TRANSCRIPT BY JH AND TO THE USE OF JH'S INTERNAL COOKIES FOR ANALYTIC PURPOSES. CHAT SESSION TRANSCRIPTS MAY BE SHARED WITH JH'S SERVICE PROVIDERS BUT USED SOLELY FOR THE PURPOSES OF PROVIDING OUR SERVICES. If enabled by your financial institution, the chat feature may be supported by artificial intelligence technology.

c. Third-party Sites. When you use the "Add Accounts" feature of the Service to connect the Service to a third-party site or enable external transfers to or from the Service, your Account will be directly connected to your designated third-party site. JH will submit information, including usernames and passwords that you provide to log you into the third-party site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and usernames) to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. Because you requested the connection to the third-party site and consented to share your personal information with such third-party, you agree that JH will have no liability for your use of the third-party sites or the Service.

d. Unauthorized access or use. You will immediately notify your financial institution of any breach of security or unauthorized use of your Account. JH will not be liable for any losses or other damage caused by any unauthorized use of your Account. If JH becomes aware of unauthorized use of your Account, JH may disable your Account, and any access to data in your Account at any time, in our sole discretion.

4. Location-based Data, Telephone Information and Camera. You understand that when you enable and use any location-based feature, your geographic location and other device information is accessible by the Service. If you disable location-based services, features on the Service that use your location may not work until you re-enable location-based services. If you grant permission for the Service to access a camera, photos, media or other files on your device, you are agreeing to allow JH to use your information to fulfill your requested action, such as adding an image to a transaction, capturing images of a check that is being deposited, attaching a document to a chat in the

chat feature, or adding a photograph to your profile. 5. Subscription. a. JH's Rights. You acknowledge and agree that JH is the owner of all right, title, and interest in the online and/or mobile technology solutions made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates, or versions, regardless of the media or form in which they may exist. The Terms will govern any updates to the Service. b. Your Rights. Subject to the Terms, JH grants you a subscription to use the Service in accordance with the Terms and for the sole purpose of enabling you to use your financial institution's services made available via the Service. This is not a sale or license of the Service. All rights not expressly granted to you by the Terms are reserved by JH. Nothing in the Terms will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service from JH. 6. Subscription Restrictions. a. You will not: (i) modify, revise or create any derivative works of the Service; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Service; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Service; (iv) engage in any screen scraping or data mining of the Service; (v) identify JH or display any JH content or any portion of the Service on any site or app, without our permission; (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Service, including, but not limited to, any trademark, logo, or copyright; (vii) use the Service in such a manner as to gain unauthorized entry or access to computer systems; (viii) use the Service in any way that would be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (ix) introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service or use any computer code, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service, without JH's prior written permission; or (x) use the Service for benchmarking purposes, use another Service user's account, or use the Service to develop any competing product or service. b. Compliance with Applicable Laws. You agree to use the Service in compliance with applicable laws and for your own personal use only, or, if you are a subscriber of the Service as a business or organization, only for your use on behalf of your business or organization for its internal business purposes. c. Minimum Age Requirements. If you are under the age of 13, as restricted by the Children's Online Privacy Protection Rule, or another such age as restricted by applicable law, you are not permitted to use the Service. If you authorize JH to grant your child 13 or over, or above such other age, to use or access the Service, you acknowledge and agree that the Terms, and any terms governing third-party integrations, will apply to your child. You further agree and accept full responsibility for your child's use of the Service, including any liability that he or she may incur in connection with their use of the Service. 7. Service-related Alerts. As a part of the Service, you consent to receive all legally required notifications via electronic means. You may withdraw your consent to receive future notices in electronic form. You have the option of adding a mobile telephone number to your Account. If you opt for Service-related alerts via SMS text alerts or telephone, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for the Service. By use of the Service, you acknowledge that Service-related communications, alerts, or notifications may be sent by JH and received by you electronically, including, but not limited to, through email, mobile text messaging, or mobile push notifications, during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. JH is not liable for any delays, failure to deliver, or misdirected delivery of any alert; for

any errors in the content of an alert; or for any actions taken or not taken by you or a third party in reliance on an alert. You agree that JH will have no liability related to electronic communications, alerts, or notifications that are sent or received through your use of the Service.

**8. Mobile Devices.** To use the App, you must have a mobile device with internet access and/or wireless cellular service that you are authorized to use and that is compatible with the App. The Service may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. JH does not warrant that the Service will be compatible with your mobile device. The technical standards required to send and receive information, including SMS text capability and access to the internet, may vary among the types of mobile devices and telecommunications providers that support the Service, and may be updated from time to time by the providers. You understand and agree that the telecommunication providers may modify the supported mobile devices and/or the technical standards at any time, without prior notice, and JH will not be liable to you for your failure to access or use the App due to any such modifications. You are solely responsible for satisfying these technical standards, maintaining the compatibility of the mobile device with the App, and compliance with all rules and regulations of your mobile service provider and the mobile app store from which you download the App.

**a. Mobile Operating System Providers.**

**i. Apple.** If you download the App from the Apple App Store, you acknowledge and agree that the agreement is solely between you and JH, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to JH as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms. You and JH acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as relates to your license of the App against you as a third-party beneficiary.

**ii. Google Play Store.** If you download the App from the Google Play Store: (i) you acknowledge that the Terms are between you and JH only, and not with Google, Inc. ("Google"); (ii) your use of App must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to the App.

**9. Suspension; Termination; Effect of Termination.**

**a.** JH may suspend your subscription to use the Service at any time for any reason, including as may be required by applicable law, any potential security threat, or fraud. Upon suspension,

you will no longer have access to the Service. b. This subscription may be terminated at any time by you or JH. You may elect to terminate the subscription by contacting your financial institution. If you violate any of your obligations under the Terms, your permission to use the Service automatically terminates. Upon termination, you will (i) no longer have access to the Service; and (ii) destroy all copies of your Account Information, Registration Information, and any information obtained from the Service. 10. Translation. JH is not responsible for translating the Terms or any information contained within the Service to any other language. Translations of the Service and the Terms that may be provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. To the extent the Service is available in a language other than the English language, JH is not responsible for any third-party translating services whatsoever including, but not limited to, the accuracy of the translation, translations which are not stylistically satisfactory, translations which involve the use of an artificial intelligence service, or your understanding of the translated content or financial loss resulting therefrom. A sworn translator does not certify translations of the Terms. 11. Links to Third-Party Sites. The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. JH does not control such websites and is not responsible for their content. If JH posts hyperlinks to other websites, this does not mean that JH endorses the material on such websites or associate us with their operators. Your access to and use of such websites, including information, material, products, and services on such website, is solely at your own risk. 12. Disclaimer of Warranty. THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. 13. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. 14. Analytics. To assist JH in maintaining and improving the Service, JH uses multiple analytics and logging platforms to gather information about your usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use. This information will help JH improve the performance of the Service for you. 15. Dispute Resolution. You agree that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service, the App, or the Terms will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related

Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration will be held at the AAA regional office nearest to you; (iv) The arbitrator's decision will be controlled by the terms and conditions of the Terms; (v) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (vi) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator will not have the power to award punitive damages against any party; (viii) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

16. Miscellaneous. The Terms constitute the entire agreement between you and JH concerning the subject matter hereof. The Terms will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision or portion of the Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of the Terms will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the App, or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. The Terms and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.