

## **Registering for eBanking (Personal Account)**

To register for eBanking you need to read our Personal Account eBanking Agreement (below), complete our Enrollment Form, sign it and return it to the bank either in person, by mail, or fax. We will verify the information on the form and send you a temporary password by regular mail.

### **Steuben Trust Company PERSONAL ACCOUNT eBANKING AGREEMENT**

#### **Agreement**

This Agreement, which includes the Enrollment Form, is a contract which establishes the rules which cover your electronic access to your accounts at Steuben Trust Company (“BANK”) through our eBanking System (“SYSTEM”). By using the SYSTEM, you accept all the terms and conditions of this Agreement. Please read it carefully. This Agreement is also subject to applicable federal laws and the laws of the State of New York (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Steuben Trust Company's successors and assigns. Certain obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form, constitutes the entire agreement between you and Steuben Trust Company with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. The terms and conditions of this agreement are in addition to those that apply to any accounts you may have with us, any loan or credit agreements with us, or any other services you obtain from us, including but not limited to signature cards, account and deposit agreements and disclosures, fee schedules, and any other agreements with Steuben Trust Company. The terms of these other agreements continue to apply notwithstanding anything to the contrary in this Agreement.

#### **Joint Accounts**

The provisions of this agreement also apply if any of your accounts with us are a joint account. As a holder of a joint account, you are jointly and severally liable under this agreement. Each of you acting alone, under assigned login ID and password may perform transactions, pay bills, obtain information, stop or change payments or transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of or notify the other one of you about the actions of the other. However, each of you will only be permitted to access accounts for which you are an owner or authorized user. Each of you individually releases us from liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your SYSTEM Services. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney’s fees) arising from any such claims or actions.

## **Definitions**

As used in this Agreement, the words “we”, “our”, “us”, and “BANK”, mean Steuben Trust Company, its successors, or assigns. “You” and “your” refer to the accountholder authorized by Steuben Trust Company to use the SYSTEM under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder’s funds through the SYSTEM. “Account” or “accounts” means your accounts at the BANK. “Electronic funds transfers” may include, but is not limited to ATM withdrawals, preauthorized transactions, point of sale transactions, and transfers to and from your BANK accounts using the SYSTEM including bill payments. “SYSTEM Services” means the services provided pursuant to this Agreement, including the Bill Payment Service. “Business days” means Monday through Friday. BANK holidays are not included.

## **Access**

To use the SYSTEM, you must have at least one account at Steuben Trust Company, access to Internet service, and an e-mail address. Once we have received your signed Enrollment Form, and verified your account information, we will send you, by mail, confirmation of our acceptance of your enrollment, along with your assigned temporary password. The SYSTEM can be used to access only Steuben Trust Company accounts which you are authorized to access. Any account that requires two or more signatures will not be authorized for SYSTEM use. We undertake no obligation to monitor transactions through the SYSTEM to determine that they are made on behalf of the accountholder. You agree that all information sent by you using e-mail or postal mail will be maintained by Steuben Trust Company as part of our records and documentation of your accounts. If you do not have a checking account at Steuben Trust Company, we generally open accounts only for those who reside within our defined market area. If you have an existing relationship with Steuben Trust Company or have had an account with us in the past, we may be able to accommodate you. If you desire to open an account with us, but live outside our market area, please contact Customer Service at (607) 324-5010 or (800) 588-5010 to discuss your possibilities.

## **SYSTEM Services**

You can use the SYSTEM to check the balance of your Steuben Trust Company accounts, review account statements, view account histories, transfer funds between your Steuben Trust Company accounts, order checks, make stop payment requests, change your address, and if you have requested the Bill Payment Service on your Enrollment Form, pay bills from your Steuben Trust Company accounts in the amounts and on the dates you request, order savings bonds, and other electronic banking services presently or prospectively offered by Steuben Trust Company. The “current” balance and activity information are as of our cutoff time for the previous business day. The “available” balance is calculated using the current balance plus or minus the following:

1. Holds on the account are subtracted from the current balance. These holds can be due to court ordered restraints or IRS tax levies.
2. If a deposit was made to the account that contained checks drawn on a bank other than Steuben Trust Company, it could contain float. This amount is subtracted from the current balance. Please refer to our Funds Availability Policy for Checking Accounts located in our Account Disclosures for a more detailed description.
3. Any outstanding check card authorizations due to purchases made using a VISA Check Card are subtracted from the current balance. These authorizations have not yet posted to the checking account. They are non-pinned transactions. A signature was required and no PIN number was entered to complete the transaction.
4. Any Preauthorized credit or debits are added or subtracted from the current balance. Please refer to our Electronic Funds Transfer Agreement located in our Account Disclosures for a more detailed description of these types of transactions.

5. Any ATM withdrawals, POS Transactions (Point of Sale transactions using a PIN to complete the transaction), or deposits made that are pending (memo) transactions that have not yet been officially posted to your account, are subtracted or added to the current balance.

Account activity information reflects today's on-line pending (memo) transactions that have not yet been officially posted to your account. Additional services and enhancements to existing services may be added from time to time by Steuben Trust Company without notice.

### **Hours of Access**

You can use the SYSTEM seven days a week, twenty-four hours a day, although some or all of the SYSTEM services may not be available occasionally due to scheduled or emergency system maintenance. We agree to post, if practical, notice of any extended periods of non-availability on the SYSTEM website.

### **Your Login ID and Password**

For security purposes, you are required to change your password upon your initial login to the SYSTEM. You determine what password you will use. Your password is not communicated to us except in encrypted form. Once you have changed your password we will not be able to tell you what it is. We can however reset it for you. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to the SYSTEM will be revoked. To re-establish your authorization to use the SYSTEM, you must contact us to have your password reset or to obtain a new temporary password. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters. It must be 8 characters in length for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. We also require the login ID to be at least 8 characters in length with a maximum of 10 characters.

### **Security**

You understand the importance of your role in preventing misuse of your accounts through the SYSTEM and you agree to promptly examine your paper statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the SYSTEM is encrypted in an effort to provide transmission security and the SYSTEM utilizes identification technology to verify that the sender and receiver of the SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfer, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Steuben Trust Company's SYSTEM, or e-mail transmitted to and from us, will not be monitored or read by others. You agree not to disclose your login ID or password to anyone, including but not limited to, joint account holders, account or information aggregators, or screen scraping services. Information aggregators, or "screen scrapers" as they are more commonly known, access online banking sites and collect account-related data, compile it, and then repost it on customized Web pages to give users a consolidated picture of their financial situation. If you choose to utilize the services provided by information aggregators, please contact us for further information. We will issue a separate login ID and password for use by the aggregator site. We reserve the right to discontinue access by aggregators at any time in the future at our discretion. The protection of customer information and your accounts is of the highest importance to Steuben Trust Company and cannot be compromised.

As part of Steuben Trust Company's security procedures, completely exit the SYSTEM before leaving your computer. Failing to do so could allow someone else to generate fraudulent activity on your accounts. If any

negligent handling of login IDs, Passwords, or failure to exit the SYSTEM occurs, Steuben Trust Company will not be liable.

### **Fees and Charges**

You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You understand that the charges incurred for your use of this system are in addition to all other regular account charges that you may incur. You are also responsible for any telephone, cable, satellite and Internet service fees you incur in connection with your use of the SYSTEM.

### **Posting of Transfers**

Transfers initiated through the SYSTEM before 5:00 p.m. Eastern Time on a business day are posted to your account the same day. Transfers completed after 5:00 p.m. Eastern Time on a business day, or on Saturday, Sunday or banking holiday, will be posted on the next business day. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of SYSTEM will not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts. If a future dated transfer or bill payment is scheduled on a non-business day, the transfer or bill payment will occur on the next business day.

### **Overdrafts (Order of Payments, Transfers, and other Withdrawals)**

If your account has insufficient funds to perform all transactions you have requested for a given business day, then:

1. Transactions involving currency disbursements, like ATM withdrawals, and cash withdrawals will have priority;
2. Electronic Fund Transfers initiated through the SYSTEM which would result in an overdraft of your account may, at our discretion, be canceled;
3. In the event the electronic fund transfers initiated through the SYSTEM which would result in an overdraft of your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

### **Limits on Amounts and Frequency of the SYSTEM Transactions**

The number of transfers from Steuben Trust Company accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable Deposit Account Agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. We reserve the right to limit the frequency and dollar amount of transfers for security reasons.

### **SYSTEM Bill Payment Service**

You must designate the account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day. By using the SYSTEM Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly. Steuben Trust Company reserves the right to terminate or deny Bill Payment Service. You agree that payments processed through an automated clearing house will be subject to the rules of the Electronic Payments Network (EPN), the National Automated Clearing House Association (NACHA), and the sanctions laws administered by OFAC, Office of Foreign Assets Control.

Using the SYSTEM Bill Payment Service, you agree that only payments with United States addresses will be made. We reserve the right to deny any payment to certain payees.

### **Scheduling SYSTEM Payments**

If the payee is to be paid by paper check (as indicated on the Bill Payer List), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is debited from your account. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account. Please Note: ANY PAYMENT MADE THROUGH THE BILL PAYMENT SERVICE REQUIRES SUFFICIENT TIME FOR YOUR PAYEE TO CREDIT YOUR ACCOUNT PROPERLY. TO AVOID FINANCE CHARGES OR OTHER CHARGES IMPOSED BY THE PAYEE YOU MUST AUTHORIZE AND SCHEDULE A PAYMENT ON A DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE DUE DATE OF YOUR PAYMENT. STEUBEN TRUST COMPANY SHALL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED OR OTHER ACTION TAKEN BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING BUT NOT LIMITED TO, FINANCE CHARGES AND LATE FEES.

If the payee is to be paid by paper check, you understand that these checks are not negotiable after 90 days. If the paper check payments are not cashed by the payee within the first 90 days, the funds will be returned to Steuben Trust Company by our third party processor. Upon receipt of these funds, Bank will notify you and recredit your account that the bill payment was made from. Bank has no liability to you, the payee or any other party for refusing payment on a check which is outstanding after 90 days.

At present, some payees require a portion of the bill to be returned with your payment. This is usually in the form of a payment stub. Because the SYSTEM Bill Payment Service is automated, this stub will not be sent to your payee with the payment. Payments received by the payees without these stubs are sometimes processed at a different location and can also take longer to post the payment to your account. Federal regulations may limit certain payees (i.e. credit card issuers), to a period of up to 5 days. We recommend that you contact all payees to verify the address and verify the amount of time for proper crediting of your accounts with payees to allow sufficient time for scheduling of your payments.

### **How to Cancel a Bill Payment**

To cancel a bill payment that you have scheduled through the SYSTEM, you must cancel the payment online via the SYSTEM (by following the onscreen instructions) before 4:00 p.m. Eastern Time on or before the date the payment is scheduled to be debited from your account. If for any reason you are not able to access SYSTEM, you may contact us at (607) 324-9677 or (866).STEUBEN or write to Steuben Trust Company, Operations Department, One Steuben Square, Hornell NY 14843-1699.

## **Stop-Payment Requests**

Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment which has been paid electronically. You may be able to stop a SYSTEM bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen.

You may initiate stop-payment requests online via the SYSTEM only for paper checks you have written, (non-electronically), on your Steuben Trust Company accounts (not SYSTEM bill payer paper drafts). We will accept from you a stop payment order on an Item provided that we have a reasonable opportunity to act on such a stop payment order. Steuben Trust Company will not be able to stop payment on an Item unless you specify the account number, the exact amount, the Item number, the payee and its date. A stop payment order will not be effective on a postdated Item or an Item previously certified, issued or paid by Steuben Trust Company. Where permitted by law, Steuben Trust Company may stop a certified Item or Bank official check, at its discretion, if the certified Item or Bank official check has been lost, stolen or destroyed and upon your providing an affidavit of fact and a surety bond, or other form of security acceptable to Steuben Trust Company. A stop payment order made through the SYSTEM is effective for six months.

## **Disclosure of Account Information and Transfers**

Steuben Trust Company recognizes and respects the expectations of our customers to maintain your personal and financial information in a private and confidential manner. Each employee has a continuing obligation to protect privacy of Bank information concerning customer accounts, and transactions, including personal information. In the normal course of business, our BANK must collect, retain, and use confidential information concerning you and your accounts. Information is used only as necessary and allowed by law in order to conduct the business of the Bank. Based on this information, Steuben Trust Company may occasionally choose to inform you of additional services that may be of interest to you.

The Bank has established procedures to ensure that the financial and personal information provided to us is accurate, current and complete. When you notify us of errors or changes in information, we will promptly correct or update the appropriate records. For your protection, as well as the safety of your confidential information, we may ask for additional personal information to assure proper identification, or we may require that the request be presented in writing.

Information concerning customer Bank accounts and other transactions is private. Generally, Steuben Trust Company does not disclose any non-public personal information about customers or former customers to anyone except as permitted by law. The only exceptions to this policy are as follows: 1. Information needed to help complete a transaction you initiate; 2. You request that we share information; 3. We are required to disclose by law (i.e., subpoena, judicial process, etc.), providing the request is presented in writing; 4. Information needed for an affiliated processing, credit reporting agency, or banking regulators; or 5. To protect against potential fraud or unauthorized transactions. Steuben Trust Company does not sell its customer list nor does it make this information available for any reason. You agree and hereby authorize all of these transfers of information.

## **Periodic Statements**

You will not receive a separate SYSTEM statement. Transfers to and from your accounts using the SYSTEM will appear on the respective periodic paper statements for your Steuben Trust Company accounts.

## **Change in Terms**

We may change any term of this Agreement at any time. We may do so by notifying you by mail or delivery of a written notice of such amendments or changes. If the change would result in increased fees for any SYSTEM service, increased liability for you, fewer types of available electronic funds transfer, or stricter limitations on the frequency or dollar amounts of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic funds transfer system. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject SYSTEM Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable Deposit Account Agreement and Disclosures.

### **HOW TO CONTACT US:**

1. By telephone at (607) 324-9677 or (866).STEUBEN
2. By e-mail at: operations@steubentrust.com
3. By Postal mail at: Steuben Trust Company, Operations Department, One Steuben Square, Hornell NY 14843-1699
4. In person at one of our locations.

### **Disclaimer of Warranty and Limitation of Liability**

**WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SYSTEM SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT.**

We do not and cannot warrant that the SYSTEM will operate without errors, or that any or all SYSTEM Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the SYSTEM, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Steuben Trust Company and its affiliates exceed the amounts paid by you for the services provided to you through the SYSTEM. When using the SYSTEM Services to pay bills, you agree that Steuben Trust Company, without prior notice to you, may debit any payment account(s) to pay checks that you have not signed by hand or by legally acceptable form of electronic signature (e.g., digital signature). When using the SYSTEM Services to make transfers from credit accounts, you agree that Steuben Trust Company, without prior notice to you, may take any action required to obtain cash advances on your behalf, including charging any credit account at Steuben Trust Company without your handwritten or legally acceptable electronic signature.

### **Third Party Network Disclaimer**

You may not resell or redistribute any services you receive through SYSTEM Services, or our other services, or from our suppliers. You acknowledge and agree that neither Steuben Trust Company nor its suppliers are responsible for the content of your transmissions, which may pass through any Internet Service Provider or over the Internet. You agree to take reasonable steps to ensure that you will NOT use the services provided to you or the Internet for illegal purposes, for transmission of threatening, obscene, or harassing materials, or to interfere with or disrupt other users, services or equipment. Disruptions include, but are not limited to, distributing chain letters or mass mailings of unsolicited e-mail (“spamming”), propagating computer worms and viruses, or using the services and the Internet to make unauthorized entry to any other machine. Violation of the foregoing may result in termination of access rights to the offending party or parties. We do not warrant that our services, the Internet or our suppliers will be available on a specified date or time or that our services and the Internet will

have the capacity to meet your demand during specific hours. Neither Steuben Trust Company nor its suppliers will be liable for any damage that you may suffer arising out of use, or inability to use, the services or products provided hereunder. Neither Steuben Trust Company nor its suppliers will be liable for unauthorized access to Steuben Trust Company's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of bank or its supplier's negligence. In no event will Steuben Trust Company or its suppliers be liable for any other damages, including but not limited to loss of data, loss of revenue or profits, or for any other special, incidental, indirect or consequential damages, arising out of or in connection with the use of the services or the Internet. Access to the services and the Internet cannot be guaranteed. You may be unable to access any Internet Service Provider or the Internet at any given time, and disconnections may occur from time to time.

### **Third Party Software; Virus Protection**

Steuben Trust Company makes no representations or warranties regarding the accuracy, functionality, or performance of any third party software that may be used in connection with SYSTEM (e.g. Quicken, Microsoft Money). Steuben Trust Company is not responsible for any electronic virus or viruses that you may encounter. We encourage you to routinely scan your computer, diskettes, and software using a reliable virus product to detect and remove any viruses found. Undetected or unrepaired viruses may alter, corrupt, damage, or destroy your programs, files, and even your computer. Additionally, you may unintentionally transmit the virus to other computers, diskettes, and software.

### **Your Right to Terminate**

You may cancel your SYSTEM service at any time by providing us with written notice by postal mail or fax. Your access to the SYSTEM will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

### **Our Right to Terminate**

You agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons at any time:

1. Without prior notice, if you have insufficient funds in any of your accounts at Steuben Trust Company. SYSTEM service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon reasonable notice, for any other reason in our sole discretion.
3. If your eBanking account has not been accessed within 90 days of your eBanking enrollment.

### **Communications between Steuben Trust Company and You**

Unless this Agreement provides otherwise, you can communicate with us through any of our branch locations or by using the e-mail button on any of our pages.