All About Your Deposit Account

Privacy
Arbitration Provision
Terms and Conditions
Notice of Negative Information
Electronic Transfers
Notice of ATM/Night Deposit Facility User Precautions
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Bank of Greene

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The following are located at the end of this document are considered part of your Account Agreement:

TRUTH IN SAVINGS ACCOUNT DISCLOSURES
SCHEDULE OF SERVICE CHARGES
OVERDRAFT PRIVILEGE PROGRAM DISCLOSURE & OPT-OUT FORM

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FACTS WHAT DOES BANK OF GREENE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ◆ Social Security number ◆ Account balances ◆ Payment history ◆ Transaction or loss history ◆ Credit history ◆ Wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bank of Greene chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bank of Greene share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call toll-free 1 (888) 439-4272, Option "2" or go to www.bankofgreene.com

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Who We Are	
Who is providing this notice?	Bank of Greene

What We Do	
How does Bank of Greene protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Bank of Greene collect my personal information?	We collect your personal information, for example, when you ◆ Open an account ◆ Deposit money ◆ Pay your bills ◆ Apply for a loan ◆ Use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ◆ sharing for affiliates' everyday business purposes - information about your creditworthiness ◆ affiliates from using your information to market to you ◆ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. ◆ *Our affiliates include companies related to us such as Greene County Bancorp, MHC; Greene County Bancorp, Inc.; Greene County Commercial Bank; Greene Property Holdings, Ltd.; and Tier One Settlement Agency, LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. ◆ *Bank of Greene does not share with nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ◆ *Our joint marketing partners may include other financial product and service companies, such as credit and debit card companies, insurance companies, and investment companies.*

Other Important Information
Bank of Greene does not share information about minors (customers under age 18) with nonaffiliates for marketing purposes.

ARBITRATION PROVISION

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO ARBITRATE CLAIMS OR DISPUTES AGAINST US EVEN IF YOU PREFER TO LITIGATE IN COURT. UNLESS YOU OPT OUT OF ARBITRATION (AS FURTHER DISCUSSED BELOW), YOU ARE WAIVING YOUR RIGHT TO HAVE ANY CLAIMS BETWEEN YOU AND US HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BEFORE A COURT OR GOVERNMENT TRIBUNAL.

WE AND YOU ARE ALSO WAIVING ANY ABILITY TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR CONSOLIDATED PROCEEDING, WHETHER IN COURT OR IN ARBITRATION. ANY AND ALL DISPUTES BETWEEN YOU AND US, IN ANY MANNER, AND IN ANY WAY ARISING OUT OF YOUR ACCOUNT, OR THE PRODUCTS OR SERVICES THAT WE PROVIDE, MUST BE SETTLED BY BINDING ARBITRATION WHERE EITHER YOU OR WE REQUEST IT.

What claims or disputes are subject to arbitration?

We and you agree that any and all claims, disputes, or controversies (hereinafter "Claims") that are threatened, made, filed, or initiated after this Arbitration and Waiver of Class Action provision ("Arbitration Provision") has taken effect shall be resolved through binding arbitration at either your or our request. This includes any Claims arising out of, affecting, or relating to your accounts or the products or services we have provided to you, will provide to you, or have offered to provide to you, and/or any aspect of your relationship with us. This specifically includes Claims that arise out of, affect, or relate to conduct that occurred prior to the Arbitration Provision's effective date. This provision applies to all Claims, regardless of what legal theory they are based on, or whether they seek legal or equitable remedies. Failure to initiate or request arbitration at the beginning of a dispute shall not be construed as a waiver of the right of arbitration.

The only exception to arbitration of Claims is that we and you both have the right to pursue a Claim in small claims court if the Claim proceeds on an individual basis, and if it remains in small claims court.

This Arbitration Provision is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 116 ("FAA"), and shall be enforced and interpreted to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. We and you agree that our relationship includes transactions involving interstate commerce.

This Arbitration Provision shall survive closure of your account and/or termination of the relationship between you (and/or any of your successors) and us (and/or any of our successors). The Arbitration Provision applies without limitations regardless of whether you: (1) close your account, (2) pay us all outstanding debts, and/or (3) file for bankruptcy.

What rights are you waiving by agreeing to the Arbitration Provision?

You are waiving your right to participate in any class, representative, or consolidated proceeding. The waiver of this right is referred to in this Arbitration Provision as the "Waiver of Class Action." **ANY ARBITRATION CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION LAWSUIT, CLASS ARBITRATION, OR ANY OTHER REPRESENTATIVE ACTION.**

YOU ARE ALSO WAIVING YOUR RIGHT TO A JURY TRIAL. SUBJECT TO APPLICABLE LAW, WE AND YOU WAIVE AND GIVE UP OUR RIGHTS TO A TRIAL BEFORE A JURY.

Who will arbitrate the Claims and what rules will apply?

Any Claims shall be resolved by a single neutral arbitrator, under the applicable rules of the administrator and this Arbitration Provision. The party filing a claim for arbitration must select either one of the following two national arbitration administrators: Judicial Arbitration and Mediation Services, Inc. ("JAMS") or the American Arbitration Association ("AAA"). Directions for initiating arbitration as well as copies of the administrators' rules can be obtained by contacting the administrators. JAMS can be called toll free at 800-352-5267, or visited at www.jamsadr.com. The AAA can be visited at www.adr.org.

We and you agree that any claim relating to the enforceability or interpretation of this Arbitration Provision will be subject to arbitration. Any questions about whether a dispute is subject to arbitration shall be resolved by interpreting this Arbitration Provision in the broadest way the law will allow it to be enforced.

The arbitration will take place within 50 miles of the branch where your account was opened or the branch where your account is being maintained by us at the time of filing, unless otherwise agreed to by the parties.

How does arbitration work?

The arbitrator will decide the Claim in accordance with applicable law and consistent with the FAA. The arbitrator's judgment is final and binding, and is enforceable by any court having jurisdiction. No party may seek an appeal of the arbitrator's ruling, except as provided for under the FAA.

Nothing in this Arbitration Provision will limit or constrain our right to resort to self-help remedies, such as the right to setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment; provided, however, that either party may elect to arbitrate any dispute related to such provisional remedies.

In the event the Waiver of Class Action in this Arbitration Provision is found to be unenforceable or limited with respect to any claim for any reason, we and you agree that the remainder of this Arbitration Provision also becomes unenforceable, and that we will not arbitrate the Claims. If any provision in this Arbitration Provision other than the Waiver of Class Action is found to be unenforceable, we and you agree that the remaining provisions remain fully enforceable. No provision of this Arbitration Provision may be amended, severed, or waived absent a written agreement between you and us.

Who will pay for the arbitration?

We will consider (and generally honor) any good faith request to bear filing fees imposed on you by the arbitration administrator. You, however, are responsible for your own attorney's fees unless you prevail on your Claim, and attorney's fees are awarded to you in the arbitration. If we prevail, you will not be required to pay our attorney's fees and costs.

How can you opt out of arbitration?

You have the right to opt out of the Arbitration Provision if you inform us within sixty (60) days of opening your account. Requests to opt out of the Arbitration Provision are invalid if they are received more than sixty (60) days after the date on which you opened your account.

If you already have litigation or arbitration pending against us when you open your account, or as of the date this notice was first delivered or otherwise made available to you in paper or electronic form, any request to opt out of the Arbitration Provision will not apply to that litigation or arbitration.

If you wish to opt out of the Arbitration Provision, you may do so by completing, signing, and returning an Arbitration Opt-out Form,

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which can be obtained by calling us at 518-943-2600 or by visiting any of our branch locations.

Completed Arbitration Opt-out Forms can be returned in person at any of our branch locations or can be mailed to:

Customer Service Center - Arbitration
Bank of Greene
P.O. Box 470
Catskill, NY 12414

Opting out of the Arbitration Provision does not affect any other provisions of this agreement, nor does it apply to any other arbitration agreements between you and us.

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the State of New York and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

(1) summarize some laws that apply to common transactions;
(2) establish rules to cover transactions or events that the law does not regulate;
(3) establish rules for certain transactions or events that the law regulates but permits variation by agreement; and
(4) give you disclosures of some of our policies that you may be entitled or in which you may be interested.

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. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

INDEMNITY - If there is a conflict between information stated in any of our agreements or brochures (including this Agreement) and something said by one of our employees, the written information will control. We may refuse to follow any depositor instruction we believe will expose us to potential liability under law or regulation. We may require commercially reasonable security procedures to protect the Bank from any loss and expense incurred in following such instructions. You agree to indemnify, and hold harmless, the Bank for and against any costs, expenses, losses, damages, fees, penalties or any other expenditure or payment assessed against or paid by the Bank as a result of your actions or activity on your account.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

FINANCIAL INSTITUTION LIABILITY - You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction from being completed, or the funds in your account are, or may be, subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your account for items should they become lost in the collection process.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or

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returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which, in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

Early Availability of Payroll Direct Deposits. We may, at our sole discretion and as a voluntary courtesy, make eligible Automated Clearing House (ACH) payroll direct deposits available to you up to two (2) business days prior to the scheduled effective settlement date transmitted by your payer. This early access is not guaranteed and is entirely dependent upon the timing and completion of the electronic file transmission from your employer or payer. If your payer fails to transmit the file ahead of the scheduled pay date, or if the transmission does not comply with our automated processing requirements, your funds will be credited on the regular scheduled pay date. We reserve the right to deny, suspend, or cancel early posting for any account or transaction at any time without prior notice to protect against fraud or system risk. Early availability of funds does not alter your official scheduled pay date or your rights under your account agreement.

NIGHT DEPOSITORY FACILITIES

Payments and deposits will be removed from the night depository the next business day (unless the office is closed due to unforeseen circumstances) and will be credited to your account in accordance with our Funds Availability Policy. The Bank shall verify the contents against the enclosed deposit slip. You agree that the joint verification by any two Bank employees as to the actual amount of such contents will be binding. Determination as to the amount and character of each deposit or payment shall be conclusive and binding upon you when you use the facility. In the event our count discloses any difference, we may debit or credit subject account, as the case may be, and advise you accordingly at the account address of record.

Neither the Bank, nor any of its agents, shall be responsible for any loss or damage sustained by you in the use of one of our night depository facilities which results from any cause whatsoever, including mechanical defects or a malfunction of the facility itself, unless such damage is caused by gross negligence of the Bank. In no event shall the Bank be liable for damage resulting from causes beyond its control.

In no event shall the Bank be an insurer of any item deposited by you in one of our night depository facilities.

Notwithstanding this Agreement, we may refuse any such deposit within our sole discretion.

WITHDRAWALS -

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals, may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to do so.) Withdrawals from a time account prior to maturity, or prior to any notice period, may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or

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charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our Overdraft Privilege Program and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes debit card transactions that have been authorized, but not yet settled, and subtracts them from the available balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the available balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service offered separately within our Overdraft Privilege Program. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, a token, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Important information regarding "decoupled" cards - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money

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when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase. If one or more transactions are presented for payment before the adjustment is made, and these transactions are in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase. Point of sale transactions you make using your debit card may take three or more days to settle. When the transaction is authorized by the merchant, a hold will be placed on your account for 48 hours reducing your available balance. This hold will be released earlier if the matching transaction is settled by the merchant and posted to your account. If the merchant has not settled the transaction within 48 hours, the authorization hold will be released. This will increase your available balance, however, you still need to expect that transaction will post to your account at some point even though the authorization hold has been released.

Payment order of items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Note that items may not be processed in the order they are received.

Our normal policy, absent any interruptions from emergency situations, such as failure of computer or communications equipment, is to process the ACH - Morning File first, by posting credits first, followed by debits on the day they are processed. We process Checks in Transit second, by dollar amount - smallest to largest on the day they are processed. We process Mobile Check Deposits third, in the order they are received up until 1:00 PM EST on the day they are processed. Mobile Check Deposits received after 1:00 PM EST will be processed on the following business day. We process the ACH - Afternoon File fourth, by posting credits first, followed by debits on the day they are processed. We process the ACH - Evening File fifth, by posting credits first, followed by debits on the day they are processed. We process Incoming and Outgoing Wire Transfers throughout the business day in the order they are received. Deposits made at night depository facilities will be processed and credited to your account by the end of the next business day. All deposits are subject to a dual count verification between two bank employees and are subject to our Funds Availability Policy.

The Bank has no control over when a check drawn on your account may be presented in person to be cashed at one of our branches. You may be charged a fee at the time of the withdrawal if this creates on overdraft on your account, which we may opt to pay on your behalf.

The Bank has no control over when you make ATM withdrawals from your account. If you conduct an ATM withdrawal that creates an overdraft on your account, you will be charged a fee. The fee you are charged may not appear until the following business day.

Point of sale transactions made using your debit card are “posted” to your account when the merchant settlement transaction is received by the Bank. The Bank has no control over when actual settlement transactions are received. You will be charged a fee if there were insufficient available funds in your account at the time the transaction was authorized. The fee you are charged may not appear until the following business day after which the settlement transaction was posted. If there were sufficient funds in your account at the time the transaction was authorized, you will not be charged a fee even if your account is negative once the settlement transaction is posted to your account. Please review the section above entitled “A temporary debit authorization hold affects your account balance” for information on how these transactions affect your available balance.

You must be enrolled in the Bank’s Overdraft Privilege Program and “opt in” to have one time Point of Sale transactions or ATM withdrawals paid and treated as an overdraft on your account. Refer to the Bank’s Overdraft Privilege Program disclosure for more information about enrollment in the program, “opting-in,” or “opting out.” You may also call us at (518) 943-2600, Option “0” for more information or to discuss your account.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. We will not charge you a fee for paying an overdraft of an ATM or one-time (sometimes referred to as “everyday”) debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

Early Availability of Payroll Direct Deposits. We may, at our sole discretion and as a voluntary courtesy, make eligible Automated Clearing House (ACH) payroll direct deposits available to you up to two (2) business days prior to the scheduled effective settlement date transmitted by your payer. This early access is not guaranteed. You remain responsible for ensuring that sufficient available funds are maintained in your account to cover checks, ACH transactions, debit card transactions, and other authorized withdrawals. If an eligible payroll direct deposit is not received by us or is not made available early for any reason, transactions may be paid or returned in accordance with this Agreement, and applicable overdraft, nonsufficient funds (NSF), returned item, or other account-related fees may apply. This early access is entirely dependent upon the timing and completion of the electronic file transmission from your employer or payer. If your payer fails to transmit the file ahead of the scheduled pay date, or if the transmission does not comply with our automated processing requirements, your funds will be credited on the regular scheduled pay date. We reserve the right to deny, suspend, or cancel early posting for any account or transaction at any time without prior notice to protect against fraud or system risk. Early availability of funds does not alter your official scheduled pay date or your rights under this Agreement.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - This is owned by two or more persons. Deposits and any additions to the account are the property of the owners as

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joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests (including checks or other orders) from any owner during the lifetime of all owners. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks or other orders) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Unless an owner directs us by written notice not to honor the withdrawal request (including checks or other orders) of an owner, we will not be liable for doing so. After we receive such a notice, we may require written authorization of any or all joint owners for any further payments or deliveries.

Revocable Trust Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by automation. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item.

Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral, your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

AMENDMENTS AND TERMINATION - We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason except as prohibited by law. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

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STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable care and promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the entire loss. Your loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 14 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions), refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement. Account statements will be provided on a monthly basis for all deposit accounts other than passbooks and time deposit accounts. Account statements will be provided at least quarterly for passbook savings accounts that receive electronic credits or debits. Checks will be truncated (i.e., the image of the check will be stored and neither the image nor the check will be returned to you). Unless otherwise stated in your Account Disclosure, delivered under separate cover, you may opt to receive your account statements electronically through Online Banking or by mail via the US Postal Service. Some account types only offer electronic statements. Refer to your Account Disclosure or ask us if you have any questions. If you receive your statements electronically, you must be enrolled in Online Banking, have a valid e-mail address, and have the ability to receive the statements electronically. You are responsible for keeping your e-mail address up to date through Online Banking. If we receive notification that your e-mail address is invalid, we may, at our discretion, switch your account to paper statements, which will be mailed to you monthly at the address on file. You are responsible for notifying the Bank in writing if your address changes.

ACCOUNT TRANSFER - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - You each agree that we may (when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every

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check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than $1,000.00.” The payee’s signature accompanied by the words “for deposit only” is an example of a restrictive indorsement.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

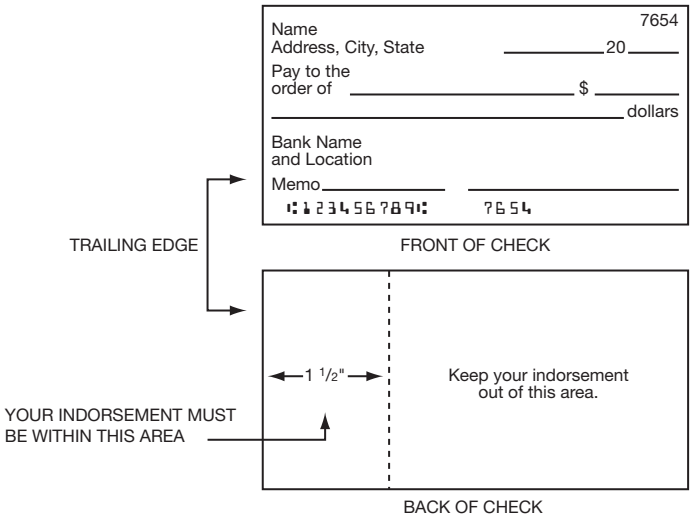
CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver’s license number, etc.) must fall within 1 1/2” of the “trailing edge” of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2” of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

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ACCOUNT SECURITY -

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. If you are negligent in safeguarding your checks, we will not be responsible for any losses you incur due to an alteration or forgery if we have paid the check in good faith and in accordance with reasonable commercial standards.

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

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CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

FDIC INSURANCE - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to $250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to $250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

INACTIVE ACCOUNTS - If you have not accessed your account for an extended period of time (typically 1 year or more), you may receive a letter from us letting you know that your account will become, or has already become, inactive. If you do not keep your account active, you agree that we will charge you a monthly inactivity fee. Please refer to the Bank's Schedule of Service Charges for current fees.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

DORMANT ACCOUNTS - Your account will be considered dormant if all of the following occur for three consecutive years: (1) deposits are not made to your account; (2) withdrawals are not made to your account; or (3) the bank does not receive any correspondence from you which indicates that you know that your account with the bank is still in existence. Interest crediting is not considered a deposit for this purpose. In accordance with the N.Y. State Abandoned Property Law, dormant funds will be turned over to the State of New York. You may submit a claim for return of the funds to: New York State Office of the State Comptroller, Office of Unclaimed Funds, 110 State Street, Albany, New York 12236.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has

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unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of $10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

GIFTS - If you receive a gift for opening this account, the Bank may be required, in accordance with Internal Revenue Service (IRS) regulations, to report the cost of the gift to the IRS as a payment of interest. If so required, such payment of interest will appear on your IRS Form 1099-INT for the year in which the gift is given to you.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL - You may deposit checks or drafts by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

CHECK STORAGE AND COPIES - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution

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in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned, you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

FUNDS TRANSFERS - You agree that this section is governed by Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A) and the terms used in this section have the meaning given to them in UCC 4A.You also agree to be bound by all funds-transfer system rules, rules of the Board of Governors of the Federal Reserve System (Board) and their operating circulars, as appropriate. Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board, this section is subject to UCC 4A as adopted in the state in which you have your account with us. If any part of this section is determined to be unenforceable, the rest shall remain effective. This section controls funds transfers unless supplemented or amended in a separate record. Generally, this section will not apply to you if you are a consumer. For example, this section generally does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA). However, this section does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA. To the extent this section is not inconsistent with the EFTA, this section may also apply to a consumer electronic fund transfer sent through the FedNow system or through the Real Time Payments system (RTP) operated by The Clearing House. In addition, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Unless otherwise required by the type of funds transfer you are initiating, you may transmit a payment order orally or in a record, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancelation.

Notice of credit - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

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Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Cancelation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancelation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancelation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Duty to report unauthorized or erroneous payment - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, savings, or money market account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, statement savings, or money market account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please refer to the Truth in Savings disclosure for your savings or money market account for information regarding limitations on the frequency of transfers that may apply.

TeleBank Transfers - types of transfers and charges - You may access your account by telephone 24 hours a day at 888-439-4272 using your personal identification number, a touch tone phone, and your account numbers, to:

- Get information about:
  - The account balance of checking, statement savings, loan, or money market account(s)
  - Deposits to checking, statement savings, or money market account(s)
  - Withdrawals from checking, statement savings, or money market account(s)
  - Stop payments
- Transfer funds between checking, statement savings, and money market accounts

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- Make payments from checking, statement savings, or money market accounts to loan accounts with us

Refer to the Bank's Schedule of Service Charges for fees that may apply to these transfers or payments.

ATM Transfers - types of transfers, dollar limitations, and charges - You may access your account(s) by ATM using your VISA Personal Debit Card and PIN to:

- Make deposits to checking or statement savings account(s)
- Get cash withdrawals from checking or statement savings account(s)
  - You may withdraw no more than $500.00 per day
- Transfer funds between checking and statement savings accounts
- Get information about:
  - The account balance of checking or statement savings account(s)
  - Refer to the Bank's Schedule of Service Charges for fees that may apply to these withdrawals, transfers, or payments.
- We may charge for transactions made at ATM's we do not own or operate. Refer to the Bank's Schedule of Service Charges for current fees. Owners of other ATM's may assess their own fees.

Some of these services may not be available at all terminals.

Types of VISA Personal Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed $6,000.00 in transactions per day

Refer to the Bank's Schedule of Service Charges for fees that may apply to Point-of-Sale Transactions.

Currency Conversion. When you use your Visa®-branded Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your Visa®-branded Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa Rules generally define ***PIN-Debit Network*** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Visa Account Updater Notice of Right to Opt Out. Your Visa®-branded Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. With VAU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at 1-518-943-2600, mail us notice of your intention to opt out at Bank of Greene, PO BOX 470, Catskill, NY 12414. You must include your account name and the last four digits of your card number.

If you opt out, you cannot opt back in at a later time.

Computer Transfers - types of transfers, dollar limitations, and charges - You may access your account(s) by computer through the internet by logging onto our website at https://www.tbogc.com and using your user identification, password, and multifactor authentication, to:

- Get information about:
  - the account balance of checking, statement savings, loan, or money market account(s)
  - deposits to checking, statement savings, or money market account(s)
  - withdrawals from checking, statement savings, or money market account(s)
- Transfer funds between checking, statement savings, and money market accounts
- Transfer funds from line of credit to checking account
- Make payments from checking, statement savings, or money market to loan accounts with us
- Make payments to third parties from checking account up to $9,999.99 per transaction for a total of $19,999.99 per day. Charges apply for each transfer after the first ten (10) per month.

Refer to the Bank's Schedule of Service Charges for fees that may apply to these transfers or payments.

Greene Mobile Transfers - types of transfers, dollar limitations, and charges - You may access your account(s) through the browser on your cell or mobile phone at www.tbogc.com or by downloading our mobile banking app and using your user identification, password, and multifactor authentication, to:

- Get information about:
  - the account balance of checking, statement savings, loan, or money market account(s)
  - deposits to checking, statement savings, or money market account(s)
  - withdrawals from checking, statement savings, or money market account(s)
- Transfer funds between checking, statement savings, and money market accounts
- Transfer funds from line of credit to checking account
- Make payments from checking, statement savings, or money market to loan accounts with us
- Make payments to third parties from checking account up to $9,999.99 per transaction for a total of $19,999.99 per day. Charges apply for each transfer after the first ten (10) per month.

Refer to the Bank's Schedule of Service Charges for fees that may apply to these transfers or payments.

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

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Early ACH Credit Availability - For preauthorized automatic credits entering your account that carry the standardized "PAYROLL" company entry description required under applicable Nacha Operating Rules, we may credit these funds to your account up to two (2) business days before the official settlement date. We do not charge a fee for this early credit service. You acknowledge that your ability to access funds early is contingent upon the third-party sender transmitting the file early. You remain fully responsible for verifying the actual posting and availability of funds in your account before attempting to withdraw or schedule payments against those funds.

FEES

- We do not charge for direct deposits to any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 518-943-2600 (option 0) to find out whether or not the deposit has been made.
- **Periodic statements.**

  You will get a monthly account statement from us for your checking, statement savings, and money market accounts.

  You will get an account statement from us at least quarterly, if you receive a preauthorized electronic credit to your passbook savings account.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

  Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

  Please refer to our separate Schedule of Service Charges for the amount we will charge you for each stop-payment order.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.

(2) If you have an overdraft line and the transfer would go over the credit limit.

(3) If the automated teller machine where you are making the transfer does not have enough cash.

(4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

(5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

(1) where it is necessary for completing transfers; or

(2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

(3) in order to comply with government agency or court orders; or

(4) as explained in the Privacy Disclosure contained elsewhere in this document.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or electronically delivered to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• *Additional Limits on Liability for Visa®-branded Debit Card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. In the event these additional limits do not apply (e.g., if you have been negligent or engaged in fraud) the liability limits of Regulation E (described above) apply. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address

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listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

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 (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

BANK OF GREENE
OPERATIONS DEPARTMENT
PO BOX 470
CATSKILL, NY 12414
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 518-943-2600, Option "0"
MORE DETAILED INFORMATION IS AVAILABLE
ON REQUEST

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
7. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Please be sure to close any entry door completely upon entering and exiting the ATM or night depository facility. Do not permit any unknown persons to enter the facility after regular banking hours.
13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. We want the ATM and night deposit facility to be safe and convenient for you. The activity of the automated teller machine facility may be recorded by a surveillance camera or cameras. Please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please use the nearest available public telephone to call the police if emergency assistance is needed. Direct complaints concerning ATM facility security to us at the phone number listed in this disclosure or the New York Department of Financial Services Consumer Services Hotline at 1-800-342-3736.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first $275 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still

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responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 4:00 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 4:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Same-Day Availability

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

U.S. Treasury checks that are payable to you.

Wire transfers.

Cash deposited with a teller at one of our branches.

State and local government checks that are payable to you.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

Checks drawn on Bank of Greene/Greene County Commercial Bank.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

Cashier's, certified, and teller's checks that are payable to you.

Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

Other Check Deposits Subject to Second-Day Availability

The first $275 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of $700 on a Monday, $275 of the deposit is available on Tuesday. The remaining $425 is available on Wednesday.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than $6,725 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the second business day after the day of deposit, except that U.S. Treasury checks that are payable to you will be available on the first business day after the day of deposit. Also, the first $275 of a deposit will be available on the first business day after the day of deposit. Checks drawn on Bank of Greene will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises.

All ATMs that we own or operate are identified as our machines.

SUBSTITUTE CHECKS AND YOUR RIGHTS

As our customer we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. So you will recognize substitute checks when you receive them, we have included a copy of the front side of a substitute check along with an explanation of the substitute check's components.

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your

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account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Bank of Greene
PO Box 470
Catskill, NY 12414
(518) 943-2600, Option "0"

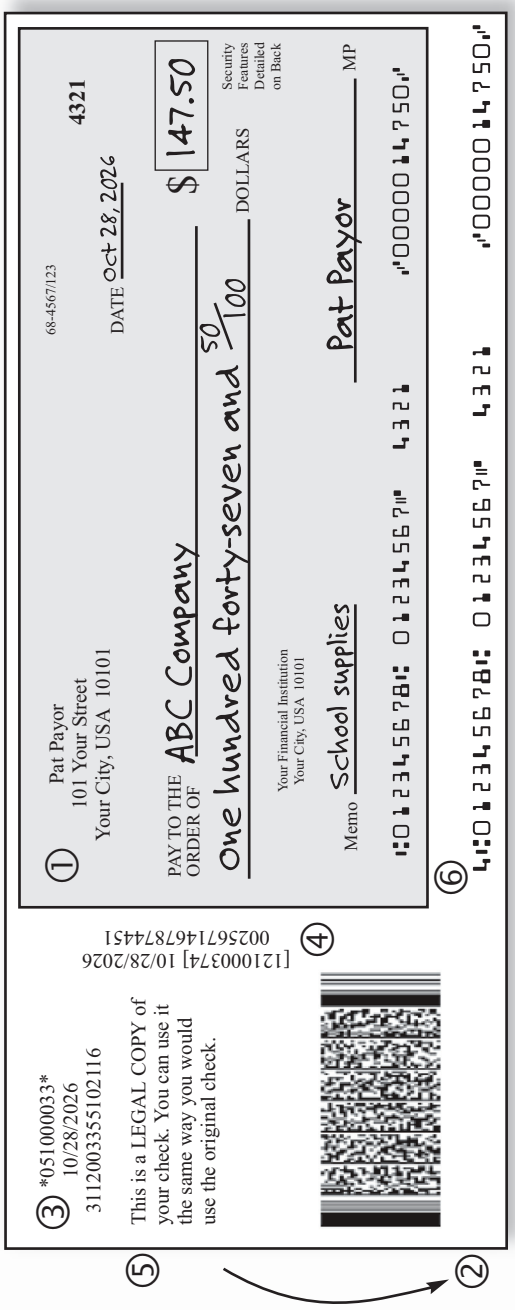
You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

SUBSTITUTE CHECK IMAGE

Below is an image of a sample substitute check. The numbers listed after the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.



These numbers correspond with the numbers on the Substitute Check Image:

1. An image of the original check appears in the upper right-hand corner of the substitute check.
2. A substitute check is the same size as a standard business check.
3. The information in asterisks relates to the “reconverting bank”—the financial institution that created the substitute check.
4. The information in brackets (appears sideways facing check image) relates to the “truncating bank”—the financial institution that took the original check out of the check processing system.

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5. The Legal Legend states: *This is a legal copy of your check. You can use it the same way you would use the original check*.
6. The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the "4" at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a "5" if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

Bank of Greene

302 MAIN STREET
CATSKILL, NY 12414

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TRUTH IN SAVINGS ACCOUNT DISCLOSURES

The following information applies to <u>all deposit account products</u>.

- **DEFINITIONS:** Account Owner, You, and Your means each person who maintains an account with The Bank of Greene individually, jointly or on behalf of another person. Account means a deposit account at the Bank that is held by or offered to a consumer. Daily Balance Method means the application of a daily periodic rate to the full amount of principal in the account each day. We, Us, Our, and Ours means The Bank of Greene.

The following information applies to all consumer checking accounts products listed in this disclosure.

- Only individuals may open this account. All individual owners on a checking account with the Bank must be at least 18 years of age. The Bank may permit a minor, age 14 or over, to be added as a joint owner on a checking account only by consent of the adult account owner under a supplemental agreement. This account may only be opened online. To maintain this account, you must be enrolled in Online Banking, have a valid e-mail address, and have the ability to receive the statements electronically. Account statements will be delivered to you monthly, and checks will be truncated (i.e., the image of the check will be stored and neither the image nor the check will be returned to you). You are responsible for keeping your e-mail address up to date through Online Banking and for notifying the Bank in writing if your physical address or mailing address changes.

The following information applies to all savings and money market account products listed in this disclosure.

- Only individuals may open this account. One owner on this account must be at least 18 years of age, enrolled in Online Banking, have a valid e-mail address, and have the ability to receive the statements electronically. Account statements will be delivered to you monthly. You are responsible for keeping your e-mail address up to date through Online Banking and for notifying the Bank in writing if your physical address or mailing address changes.

Please review the following for additional information that applies to <u>specific</u> checking, savings, and money market account products listed in this disclosure.

e-TOTALLY FREE CHECKING ACCOUNT

MINIMUM BALANCE: The minimum to open this account is $1.00. No other minimum balance is required.
FEES: There is no fee to open this account. There is no monthly fee to maintain the account. **The Bank of Greene "Schedule of Service Charges," which lists all other fees applicable to your account, is provided under separate cover and is considered part of this disclosure.** Check printing charges do apply and will depend upon the style of checks that you order. **Fees for Overdrawing an Account:** Fees are charged for overdrafts drawn on insufficient or uncollected funds. A fee applies to overdrafts "created by check, in-person withdrawal, ATM withdrawal, or other electronic means," as applicable.
TRANSACTION LIMITATIONS: You may make an unlimited number of deposits into and an unlimited number of withdrawals from your account each statement period. There are no limits on the number of checks that may be written on this account.
RATE INFORMATION: This account does not earn interest.

e-LIGHTNING CHECKING ACCOUNT

ACCOUNT LIMITATIONS: There is a limit of two (2) e-Lightning Checking accounts per person at one time.

MINIMUM BALANCE FOR ACCOUNT: The minimum to open this account is $1.00. You must maintain a minimum balance of $1.00 in the account each day to obtain the disclosed annual percentage yield.

FEES FOR THIS ACCOUNT: There is no fee to open this account. There is no monthly fee to maintain this account. **The Bank of Greene "Schedule of Service Charges," which lists all other fees applicable to your account, is provided under separate cover and is considered part of this disclosure**. Check printing charges do apply and will depend upon the style of checks that you order. Fees may reduce earnings.

Fees for Overdrawing an Account – Fees are charged for overdrafts drawn on insufficient or uncollected funds. A fee applies to overdrafts "created by check, in-person withdrawal, ATM withdrawal, or other electronic means," as applicable.

TRANSACTION LIMITATIONS: You may make an unlimited number of deposits into and an unlimited number of withdrawals from your account each statement period. There are no limits on the number of checks that may be written on this account.

RATE INFORMATION: This is a blended rate account with two balance tiers. If your daily balance is **$500.00 or less**, the interest rate paid on the entire balance in your account will be the first-tier interest rate at the first-tier annual percentage yield disclosed for this account. You will receive the second-tier interest rate at the second-tier annual percentage yield disclosed for this account **on any portion of your daily balance that is above $500.00**. The interest rate for the first tier (**first $500.00**) will be blended with the interest rate for the second tier (**balance over $500.00**) to yield a **blended** annual percentage yield on the entire balance in the account. **The initial interest rate and Annual percentage Yield (APY) on your account is listed on a separate "Rate Sheet" that is provided to you at account opening and is considered part of this disclosure.** **Variable Rate Basis**: The Interest Rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account. **Rate Change Frequency**: The Interest Rate on your account may change at any time. **Interest Computation**: Interest will be compounded monthly. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. **Interest Accrual:** Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items, such as checks. **Interest Crediting:** Interest will be credited to your account every month. We pay interest only in whole cents. Therefore, at the end of each interest payment period, any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent. If you close your account before interest is credited, you will not receive the accrued interest.

e-CHECKING ACCOUNT

ACCOUNT LIMITATIONS: There is a limit of two (2) e-Checking accounts per person at one time.

MINIMUM BALANCE FOR ACCOUNT: The minimum to open this account is $1.00. You must maintain a minimum balance of $1.00 in the account each day to obtain the disclosed annual percentage yield.

FEES FOR THIS ACCOUNT: There is no fee to open this account. There is no monthly fee to maintain this account. **The Bank of Greene "Schedule of Service Charges," which lists all other fees applicable to your account, is provided under separate cover and is considered part of this disclosure**. Check printing charges do apply and will depend upon the style of checks that you order. Fees may reduce earnings. **Fees for Overdrawing an Account** – Fees are charged for overdrafts drawn on insufficient or uncollected funds. A fee applies to overdrafts "created by check, in-person withdrawal, ATM withdrawal, or other electronic means," as applicable.

TRANSACTION LIMITATIONS: You may make an unlimited number of deposits into and an unlimited number of withdrawals from your account each statement period. There are no limits on the number of checks that may be written on this account.

RATE INFORMATION: This is a blended rate account with two balance tiers. If your daily balance is **$500.00 or less**, the interest rate paid on the entire balance in your account will be the first-tier interest rate at the first-tier annual percentage yield disclosed for this account. You will receive the second-tier interest rate at the second-tier annual percentage yield disclosed for this account **on any portion of your daily balance that is above $500.00**. The interest rate for the first tier (**first $500.00**) will be blended with the interest rate for the second tier (**balance over $500.00**) to yield a **blended** annual percentage yield on the entire balance in the account. **The initial interest rate and Annual percentage Yield (APY) on your account is listed on a separate "Rate Sheet" that is provided to you at account opening and is considered part of this disclosure. Variable Rate Basis**: The Interest Rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account. **Rate Change Frequency**: The Interest Rate on your account may change at any time. **Interest Computation**: Interest will be compounded monthly. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. **Interest Accrual:** Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items, such as checks. **Interest Crediting:** Interest will be credited to your account every month. We pay interest only in whole cents. Therefore, at the end of each interest payment period, any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent. If you close your account before interest is credited, you will not receive the accrued interest.

e-NIFTY-FIFTY CHECKING ACCOUNT

ACCOUNT REQUIREMENTS: At least one owner of the account must be at least 50 years of age to maintain this account.

ADDITIONAL BENEFITS: Basic checks, official bank checks, and money orders are free of service fees with this account.

MINIMUM BALANCE: The minimum to open this account is $500.00. You must maintain a minimum daily balance of $10.00 to obtain the disclosed annual percentage yield. **The minimum daily balance to avoid imposition of a fee is $500.00.**

FEES: There is no fee to open this account. A service fee of **$7.00** will be charged each monthly statement cycle **if the balance falls below $500.00 on any day during the monthly statement cycle**. **The Bank of Greene "Schedule of Service Charges," which lists all other fees applicable to your account, is provided under separate cover and is considered part of this disclosure.** Check printing charges do apply and will depend upon the style of checks that you order. Fees may reduce earnings.

Fees for Overdrawing an Account: Fees are charged for overdrafts drawn on insufficient or uncollected funds. A fee applies to overdrafts "created by check, in-person withdrawal, ATM withdrawal, or other electronic means," as applicable.

TRANSACTION LIMITATIONS: You may make an unlimited number of deposits into and an unlimited number of withdrawals from your account each statement period. There are no limits on the number of checks that may be written on this account.

RATE INFORMATION: The initial interest rate and Annual percentage Yield (APY) on your account is listed on a separate "Rate Sheet" that is provided to you at account opening and is considered part of this disclosure. **Variable Rate Basis**: The Interest Rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account. **Rate Change Frequency**: The Interest Rate on your account may change at any time. **Interest Computation**: Interest will be compounded monthly. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. **Interest Accrual:** Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items, such as checks. **Interest Crediting:** Interest will be credited to your account every month. We pay interest only in whole cents. Therefore, at the end of each interest payment period, any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent. If you close your account before interest is credited, you will not receive the accrued interest.

e-SAVINGS ACCOUNT

ACCOUNT LIMITATIONS: There is a limit of two (2) Free e-Savings accounts per person at one time.

MINIMUM BALANCE FOR ACCOUNT: The minimum to open this account is $25.00. You must maintain a minimum balance of $1.00 in the account each day to obtain the disclosed annual percentage yield. **To avoid a minimum balance fee, you must maintain a balance of $400.00 every day of the statement period.**

FEES FOR THIS ACCOUNT: There is no fee to open this account. A minimum balance fee of **$4.00** will be imposed monthly **if the balance in the account falls below $400.00 on any day of the statement period**. **The Bank of Greene "Schedule of Service Charges," which lists all other fees applicable to your account, is provided under separate cover and is considered part of this disclosure**. Fees may reduce earnings.

TRANSACTION LIMITATIONS: You may make an unlimited number of transactions each calendar month or statement cycle.

RATE INFORMATION: This is a blended rate account with two balance tiers. If your daily balance is **$500.00 or less**, the interest rate paid on the entire balance in your account will be the first-tier interest rate at the first-tier annual percentage yield disclosed for this account. You will receive the second-tier interest rate at the second-tier annual percentage yield disclosed for this account **on any portion of your daily balance that is above $500.00**. The interest rate for the first tier (**first $500.00**) will be blended with the interest rate for the second tier (**balance over $500.00**) to yield a **blended** annual percentage yield on the entire balance in the account. **The initial interest rate and Annual percentage Yield (APY) on your account is listed on a separate "Rate Sheet" that is provided to you at account opening and is considered part of this disclosure.** **Variable Rate Basis**: The Interest Rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account. **Rate Change Frequency**: The Interest Rate on your account may change at any time.

Interest Computation: Interest will be compounded daily. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Interest Accrual: Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items, such as checks. **Interest Crediting:** Interest will be credited to your account every month. We pay interest only in whole cents. Therefore, at the end of each interest payment period, any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent. If you close your account before interest is credited, you will not receive the accrued interest.

e-SARATOGA WINNERS CIRCLE SAVINGS ACCOUNT

ACCOUNT REQUIREMENTS: Only individuals that live, work, or worship in Saratoga County, NY may open this account. Accounts owned by minors must be joint with one individual that is at least aged 18 and is also enrolled in online banking.

MINIMUM BALANCE FOR ACCOUNT: You must deposit $25.00 to open this account. You must maintain a minimum daily balance of $1.00 to obtain the disclosed first-tier interest rate and annual percentage yield for this account.

FEES FOR THIS ACCOUNT: There is no fee to open this account. There is no minimum balance fee for this account. **The Bank of Greene "Schedule of Service Charges," which lists all other fees applicable to your account, is provided under separate cover and is considered part of this disclosure**. Fees may reduce earnings.

TRANSACTION LIMITATIONS: You may make an unlimited number of transactions each calendar month or statement cycle.

RATE INFORMATION: This is a tiered rate account with six (6) balance tiers. The interest rate depends upon the balance in the account each day. You will earn the interest rate paid on the entire balance at the annual percentage yield for the corresponding balance tier disclosed for this account. **The initial interest rate and Annual percentage Yield (APY) on your account is listed on a separate "Rate Sheet" that is provided to you at account opening and is considered part of this disclosure. Variable Rate Basis**: The Interest Rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account. **Rate Change Frequency**: The Interest Rate on your account may change at any time. **Interest Computation**: Interest will be compounded monthly. We use the daily balance method to calculate interest on your account. This method applies to a periodic rate to the account balance each day. **Interest Accrual:** Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items, such as checks. **Interest Crediting:** Interest will be credited to your account every month. We pay interest only in whole cents. Therefore, at the end of each interest payment period, any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent. If you close your account before interest is credited, you will not receive the accrued interest.

e-RENSSELAER HOMETOWN ADVANTAGE SAVINGS ACCOUNT

ACCOUNT REQUIREMENTS: Only individuals that live, work, or worship in Rensselaer County, NY may open this account. Accounts owned by minors must be joint with one individual that is at least aged 18 and is also be enrolled in online banking.

MINIMUM BALANCE FOR ACCOUNT: You must deposit $25.00 to open this account. You must maintain a minimum daily balance of $1.00 to obtain the disclosed first-tier interest rate and annual percentage yield for this account.

FEES FOR THIS ACCOUNT: There is no fee to open this account. There is no minimum balance fee for this account. **The Bank of Greene County "Schedule of Service Charges," which lists all other fees applicable to your account, is provided under separate cover and is considered part of this disclosure**. Fees may reduce earnings.

TRANSACTION LIMITATIONS: You may make an unlimited number of transactions each calendar month or statement cycle.

RATE INFORMATION: This is a tiered rate account with six (6) balance tiers. The interest rate depends upon the balance in the account each day. You will earn the interest rate paid on the entire balance at the annual percentage yield for the corresponding balance tier disclosed for this account. **The initial interest rate and Annual percentage Yield (APY) on your account is listed on a separate "Rate Sheet" that is provided to you at account opening and is considered part of this disclosure.** **Variable Rate Basis**: The Interest Rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account. **Rate Change Frequency**: The Interest Rate on your account may change at any time. **Interest Computation**: Interest will be compounded monthly. We use the daily balance method to calculate interest on your account. This method applies to a periodic rate to the account balance each day. **Interest Accrual:** Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items, such as checks. **Interest Crediting:** Interest will be credited to your account every month. We pay interest only in whole cents. Therefore, at the end of each interest payment period, any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent. If you close your account before interest is credited, you will not receive the accrued interest.

e-MONEY MARKET ACCOUNT

MINIMUM BALANCE FOR ACCOUNT: You must deposit $2,500.00 to open this account. You must maintain a minimum daily balance of $1.00 to obtain the disclosed first-tier interest rate and annual percentage yield for this account. To avoid a minimum balance fee, you must maintain a balance of $2,500.00 every day of the statement period.

FEES FOR THIS ACCOUNT: There is no fee to open this account. A minimum balance fee of **$10.00** will be imposed monthly **if the balance in the account falls below $2,500.00 on any day of the statement period**. **The Bank of Greene "Schedule of Service Charges," which lists all other fees applicable to your account, is provided under separate cover and is considered part of this disclosure**. Fees for deposited checks returned unpaid may also apply. Fees may reduce earnings.

TRANSACTION LIMITATIONS: You may make an unlimited number of transactions each calendar month or statement cycle.

RATE INFORMATION: This is a tiered rate account with seven (7) balance tiers. The interest rate depends upon the balance in the account each day. You will earn the interest rate paid on the entire balance at the annual percentage yield for the corresponding balance tier disclosed for this account. **The initial interest rate and Annual percentage Yield (APY) on your account is listed on a separate "Rate Sheet" that is provided to you at account opening and is considered part of this disclosure.** **Variable Rate Basis**: The Interest Rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account. **Rate Change Frequency**: The Interest Rate on your account may change at any time. **Interest Computation**: Interest will be compounded monthly. We use the daily balance method to calculate interest on your account. This method applies a periodic rate to the account balance each day. **Interest Accrual:** Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items, such as checks. **Interest Crediting:** Interest will be credited to your account every month. We pay interest only in whole cents. Therefore, at the end of each interest payment period, any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent. If you close your account before interest is credited, you will not receive the accrued interest.

e-HOLIDAY CLUB SAVINGS ACCOUNT

MINIMUM BALANCE FOR ACCOUNT: You must deposit $1.00 to open this account. You must maintain a minimum average daily balance of $1.00 to obtain the disclosed annual percentage yield for this account. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

FEES FOR THIS ACCOUNT: There is no minimum balance fee on this account. There is no fee to open this account. Fees for deposited checks returned unpaid may also apply. A closing fee will apply if you close your account before the maturity of the Club period. All club accounts are subject to fees and service charges. **The Bank of Greene "Schedule of Service Charges," listing fees applicable to your account, is provided under separate cover and is considered part of this disclosure**. Fees may reduce earnings.

TRANSACTION LIMITATIONS: You may not make withdrawals from your account until the maturity date of the Club period. Otherwise, you must close the account and forfeit any accrued interest not yet credited.

ACCOUNT RENEWAL: This account will automatically renew annually; unless you close your account, or we notify you that renewal will not occur within 30 days prior to the end of the then current term.

RATE INFORMATION: You will earn the interest rate paid on the entire balance at the annual percentage yield disclosed for this account. **The initial interest rate and Annual percentage Yield (APY) on your account is listed on a separate "Rate Sheet" that is provided to you at account opening and is considered part of this disclosure.** **Variable Rate Basis**: The Interest Rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account. **Rate Change Frequency**: The Interest Rate on your account may change at any time. **Interest Computation**: Interest will be compounded daily. We use the daily balance method to calculate interest on your account. This method applies a periodic rate to the account balance each day. **Interest Accrual:** Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items, such as checks. **Interest Crediting:** Interest will be credited to your account every month. We pay interest only in whole cents. Therefore, at the end of each interest payment period, any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent. If you close your account before interest is credited, you will not receive the accrued interest.

Schedule of Service Charges

Items Presented against Insufficient / Uncollected Funds / Premium Overdraft Usage (per item)..... $37.00
Stop Payment $37.00
Returned Check Charge (Deposited Items) $26.00
ACH Reject / Deposit Correction Fee $5.00
Overdraft Protection Transfer Fee (per transfer)..... $10.00
Overdraft Line of Credit Transfer Fee..... $10.00
Cancellation of Stop Payment $10.00
Lost Passbook $25.00
Checking/Savings Account Inactivity/Dormant Fee (Fee starts after 1 year of inactivity) $8.00

Account Closure (in less than 6 months)..... $40.00
IRA Transfer Out to Other Financial Institution..... $80.00
Returned Mail $8.00
Official Check*..... $8.00
Money Order* $4.00
Certified Check..... $20.00
Over the Counter Checks (per check)..... $2.50
Wire Transfer - Outgoing (U.S. Destination) $35.00
Wire Transfer - Incoming (U.S. Destination) $20.00
Wire Transfer - Outgoing & Incoming (Foreign Destinations) $55.00
Foreign Currency Conversion $40.00
Coupons Processed (per envelope)..... $20.00
Canadian Check Collection (per item)..... $8.00
All Other Foreign Checks (per item)..... $40.00
Research / Reconciliation (per hour - 1 hr. minimum) $110.00
Photocopies (per item or statement page)..... $6.00
Paper Statement Mailing Fee..... $2.00
Interim Statement $6.00
Safe Deposit - drilling/forced opening ..... $200.00 + cost of locksmith
Restraining Notice/Levy/Court Order or Other Legal Notice Received $175.00
Non-Customer, On-Us Check Cashing Fee..... $5.00

ATM & Visa® Debit Card Fees

Replacement of Lost Visa® Debit/ATM Card $15.00
Express Delivery of Visa® Debit/ATM Card $35.00
Transfers & Point of Banking Deposits..... Free
POS Debit Transaction Fee† $0.50
Inquiries at Bank of Greene County ATMs..... Free
Withdrawals at Bank of Greene County ATMs..... Free
Transactions at other ATMs, 1-4 monthly– Includes Balance Inquiries and transfers**..... Free
(Owners of other ATMs may assess their own fees)
Transactions at other ATMs of 5 or more monthly– Includes Balance Inquiries and transfers, ... $2.00 each
(Owners of other ATMs may assess their own fees)
International Service Assessment / Currency Conversion ATM/POS Transaction Charges..... Prevailing Rate

†For free Visa Debit Card transactions, remember to press the credit button, sign your receipt, and do not input your password (PIN).

**Not available with Totally Free Checking and Basic Checking - a $2.00 fee will be charged for each cash withdrawal.

Protest Fees

Our Customer (including postage) $40.00
Non-Customer..... $75.00

ACH Service Pricing

Monthly Maintenance Fee $25.00
Per originated item..... $0.15
Per ACH File $2.00

Commercial Checking Account Pricing

Monthly Maintenance Fee $12.00

Analysis Fees

- Per check paid..... . . . $0.20
- Per deposit ticket processed $0.30
- Per check deposited $0.15

ACH Item Fee $0.20

*Free for Nifty-Fifty Club, Premiere Checking, and e-Ultimate checking customers.

FDIC

Rev. 05/2026

EQUAL HOUSING LENDER

Overdraft Privilege Program Disclosure

Introduction

This disclosure, known as the Overdraft Privilege Program Disclosure. outlines the terms and conditions of Bank of Greene's Overdraft Privilege Program (the "Program"). It is an informative guide that describes the rules and regulations governing the Program. Please familiarize yourself with the information provided so that you will be able to maximize the advantage of participating in the Program. Please be aware that this notice does not constitute either a written agreement of an obligation or a prearranged agreement for Bank of Greene to pay your overdrafts and we may withdraw this privilege at any time. Payment of any overdrafts will continue to occur at the discretion of the Bank. It is the policy of Bank of Greene to comply with all applicable laws and regulations and to conduct business on accordance with applicable safety and soundness standards, The All About Your Deposit Account agreement and the Truth In Savings Account Disclosure notice ("Account Documents") provided to you at the time you opened your account with us set forth the general rules regarding your deposit accounts. Any questions or conflicts that arise in the operation or administration of the Program will be controlled by the Account Documents and not this Program Disclosure. Copies of the Account Documents are available to you on request at any of our branch offices.

General Program Features

DEFINITIONS

You, Your - Each person who maintains an account with Bank of Greene either individually or jointly, or on behalf of another entity, that participates in the Overdraft Privilege Program.

We, Our, Us - Bank of Greene

Account in Good Standing - Maintaining your account in good standing means **that you:**

- Deposit an amount equal to the courtesy overdraft limit for the account type covered (see **Account Covered by the Program and Limits below)**,
- Deposit an amount equal to or greater than the amount of all discretionary courtesy overdrafts extended to you within each 30-day period and bring your account balance to a positive balance within every 30-day period:
- Are not in default on any loan or other obligation to Bank of Greene: and
- Are not subject to any legal or administrative order or levy.

ABOUT THE PROGRAM

Pursuant to the Bank of Greene's commitment to provide you with the best level of customer service, if your checking or NOW account relationship has been open for at least 30 days and is maintained in good standing, Bank Of Greene Will consider approving your reasonable overdrafts.

Transactions and Order of Payment

Please refer to your *All About Your Deposit Account* agreement for details on Order of Payment on clearing transactions.

The Program covers checks, ACH debits and recurring debit card point of sale ("POS") transactions as standard covered transactions. Consumer customers (personal accounts) must opt-in, however, for *premium* transactions to be covered under the Program. *Premium* transactions are defined as "one time", or non-recurring, debit card POS and ATM transactions. Consumers must opt-in for each account to include these *premium* debit card transactions as part of the Program. Consumer customers who wish to opt-in for the *premium* transactions should contact us via your local branch office, or our Customer Service Center at (518) 943- 2600. Business accounts, non-personal or commercial, are not required to opt-in. The *premium* transactions are standard for business accounts.

Bank of Greene encourages each account holder to manage their accounts in a responsible manner. Withdrawals made by check, ACH debits. and debit card POS and ATM transactions should not be made against accounts with insufficient or uncollected balances. We urge you to balance your accounts on a regular basis to avoid the possibility of overdrawing your account.

Discretionary Nature of the Program

The Program is not a line of credit. It is a discretionary service provided for a fee. Bank Of Greene is not Obligated to pay any check or other item presented for payment if your account does not contain sufficient, available funds. Alternatively, Bank of Greene, at its discretion, may honor the check or payment and create an overdraft. Any discretionary payment (or other negotiation or processing) by Bank of Greene of any non-sufficient funds check or checks (or other items) does not obligate Bank of Greene to pay any additional non-sufficient funds check or item, or to provide prior notice of its decision to refuse to pay any additional non-sufficient check or item.

Approval of payment of reasonable overdrafts by Bank of Greene on accounts in good standing (as described above) is only a discretionary courtesy, and not a right or obligation. The Program is within Bank of Greene's sole and absolute discretion and can cease at any time and without prior notice of reason or cause.

Accounts Covered by the Program and Limits

Bank of Greene will consider, as a discretionary courtesy and not as a right of obligation, approving your reasonable overdrafts. This privilege will generally be limited to the following accounts in the stated amounts:

Totally Free Checking	$1,200
Tech-Image Checking	$1,200
Free e-Checking	$1,500
e-Lightning Checking	$1,500
NOW Checking	$1,500
Nifty-Fifty Checking	$1,500
Premiere Checking	$1,800
Ultimate Checking	$1,800
Free Small Business Checking	$1,500
Free e-Business Checking	$1,500
Business One Checking	$1,500
Commercial Checking	$1,800

Overdraft limits include presented items paid and any applicable fees. For example, assume you have an account with an overdraft limit of $1,200. If your account balance is $50 and you write two checks, each for $I00 (for a total of $200), and you make a $I00 purchase with your debit card, your account "Ould have an Overdrawn balance Of $361 ($50 minus the $300 Of checks and debit card transactions) as well as the $111 of overdraft fees (using an example of a $37 overdraft fee) you would have incurred on the three items presented. Applicable fees and certain POS transactions may overdraw the account past the stated limits above.

Fees

A fee will be imposed for all overdrafts created by checks, in-person withdrawals, or by other electronic means, including debit card POS and ATM transactions. Please refer to the Bank's *Schedule of Service Charges* for fees related to Uncollected and Insufficient funds. This fee is the same as the fee charged for non-sufficient funds checks that are returned unpaid. If multiple items are presented against your account on the same day, each item will be assessed the fee. While accounts designated as "Totally Free" are not subject to monthly service charges or minimum balance requirements, these accounts may still incur fees for checks drawn on insufficient or uncollected funds, deposited checks returned unpaid, and overdraft fees. We may change our fees for non-sufficient funds and overdrafts at any time. Please refer to your *All About Your Deposit Account* agreement for additional details on Understanding and Avoiding Overdraft and Insufficient Funds (NSF) Fees.

Payable on Demand

The total of the discretionary courtesy overdraft ('negative) balance, including any and all bank fees and charges and including all roll-sufficient funds'/overdraft fees, is due and payable demand. The Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the *All About Your Deposit Account* agreement. The maximum repayment period is 30 days.

Limitations

The following limitations will apply to the Program:

1. The dollar amount of the approved overdraft, which includes any fees, will be subject to the limitations outlined previously for each account type.
2. Any overdraft fees charged to each consumer account above five per day will be refunded so that only a maximum of five overdraft fees per account, per day, will be assessed.
3. All items presented each day will be charged against the total dollar limit allowed for that account type until the dollar limit is reached. Applicable fee and certain debit card POS transactions may overdraw the account past the stated limits.
4. There is no limit on the number or dollar amount of fees that can be assessed on a non-consumer or commercial account.

Account Balances

Your overdraft limits under the Program may be shown in account inquiries regarding your available balance. The available balance may be shown to you for inquiries for ATM cash withdrawals. Inquiries through telephone banking and internet banking will only show your actual account balance and will not show amounts available under the Program.

Alternative Programs

The Program has been made available to you to help you with inadvertent overdrafts of your account. It should not be used as a line of credit or an alternative source of funding for your account. We offer other alternatives to assist you with managing your account. The Bank has a variety of consumer credit products that are less costly than overdrawing your account. Loan information is available at any of our conveniently located offices. You may also contact us by phone at (518) 943-2600 or on our website: www.bankofgreene.com for information on these products. Also. as an alternative to the Program, the Bank offers a *Sweeps* program to cover inadvertent overdrafts.

Termination of the Privilege

The Program is within Bank of Greene's sole and absolute discretion and can cease at any time and without prior notice of reason or cause. All accounts not maintained in good standing as described herein will have the Program terminated and a demand for payment of all negative balances and fees will be made. Bank Of Greene may also terminate the Program as to any account based on fraud, check kiting, or other financial crime associated with the account.

Opt-Out

The Program will be automatically added as a feature of your account if it has been maintained in good standing as described herein. **If you wish to opt-out of this service, in full or in part, please contact your local branch office or Bank of Greene Customer Service Center at (518) 943-2600.** You may also fill out and send us a copy of the attached form.

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