

Solvay Bank Personal Online Banking Agreement

Online Banking e-Signature and Electronic Disclosure Agreement

This Agreement contains the terms and conditions for use of Solvay Bank Personal Online Banking services for accessing your Solvay Bank accounts, banking, bill payment services, account transfers, and electronic statement and disclosure delivery.

- 1. Definitions:** In this Agreement, "we", "us", "our" and "Bank" mean Solvay Bank. "You", "your", "yours" means each person that is authorized to use the Solvay Bank Personal Online Banking service for accessing account information or other services offered with our product. A "Business day" means Monday through Friday, excluding federal holidays. Any reference to time shall be to Eastern Standard Time.
- 2. Services:** Personal Online Banking allows you to access any of your Solvay Bank deposit and loan accounts which you own (individually or jointly), make inquiries, transfer funds between Solvay Bank accounts and external accounts, place stop payments, make bill payments, open new deposit accounts and obtain loan information. Links to other sites include Solvay Bank Credit Card account information and Check Ordering Services.
- 3. Hours of Accessibility:** Personal Online Banking is available 24 hours per day, 7 days a weeks for your convenience. In the event of an anticipated system repair or maintenance to our system, our system may be temporarily down. We will, however, notify you in advance, when possible, if this should occur.
- 4. Eligible Accounts:** To use Personal Online Banking, you must have at least one personal account with Solvay Bank. System can be used to access only your Accounts on which you are an owner or designated signer.
- 5. Access:** To use System, you must have at least one Account at Bank, access to the Internet, and a valid e-mail address. Once we have received your completed Enrollment Form and have verified your Account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned Access ID and temporary password.

Access IDs, along with System profiles, are registered to individual users and are not meant to be shared, even among joint Account owners. Each Account owner may enroll for his/her own System Access ID. If you give someone your Access ID, password or other login credentials, you are authorizing that person to use System and you are responsible for all transactions the person performs under your Access ID. You agree that we are authorized to act on instructions received under your Access ID and all transactions that person performs, including those transactions you did not intend or want performed, are authorized transactions. Transactions that you or someone acting with or for you initiates with fraudulent intent are also authorized transactions. We undertake no obligation to monitor transactions through System to determine that they are made on your behalf.

- 6. Receiving Transactions and Disclosures Electronically:** By enrolling you are agreeing to receive documents electronically including disclosures and notices we may need to provide you, including but not limited to, Consumer Deposit Account Agreements, Truth-in-Savings Disclosures, Schedule of Fees, Funds Availability Disclosures, Electronic Funds Transfer Disclosures, Electronic Funds Error Resolution Notices, Initial and Annual Privacy Notices, Check 21 Notices, E-Statements, Time Deposit Disclosures, Time Deposit Maturity Notices, Time Deposit Renewal Notices and Change in Terms Notices. Consent to receive transactions, Bank disclosures and notices electronically apply to all records during the lifetime of your account although not all communications may be available in electronic form. A valid e-mail address must be provided in order to receive documents electronically. You are responsible for keeping your e-mail address updated. You may request a paper copy of any document sent to you electronically. You may request a copy by contacting Customer Service. Fees may be assessed for paper copies of transactions in accordance with our Fee Schedule. Transactions involving your deposit accounts, including checking account stop payment

request, will be subject to the terms of your account agreement and disclosures and transactions involving line of credit accounts will be subject to your loan agreement and disclosures, as applicable.

7. **Fees:** The Bank may charge you a fee for any of the services described within this agreement, as stated in the Bank's Fee Schedule in effect from time to time.
8. **Stop Payment:** You can instruct the Bank to stop payment on any check or transfer that you write (make) from your Bank checking account. You cannot stop payment if the Bank has accepted, certified, made final payment on or otherwise become accountable for a check, except to the extent required by law. The stop payment request is subject to the Stop Payment fee as described in the Bank's Fee Schedule.
9. **Notice of Loss and Liability for Unauthorized Use:** CONTACT US IMMEDIATELY if you believe that your user password or ID have been lost or stolen, used without your permission or authorization at (800)463-6337 or (315)484-2201. By contacting us immediately you will reduce any risk of loss of your funds. If you tell us within two (2) business days after learning of the loss, you will lose no more than \$50.00. Subject to limitations under federal law, you may have to forfeit up to \$500 if within two (2) days of the possible unauthorized transaction, we can prove that we could have stopped the possible unauthorized transaction if you would have notified us promptly.

If your statement reflects a transaction that you did not authorize, you must contact us within sixty (60) days after the statement period ending date. Subject to limitations of federal law, you will have to bear a loss if you do not notify us of any possible unauthorized transaction. We will extend this period under certain circumstances such as a hospital stay.

10. **Transfers:** You may initiate a single or recurring transfer to or from your linked Bank accounts. Same day transfers are posted at the time you make them. Transfers initiated on a business day prior to 5:00 P.M. Eastern Standard Time (EST) will be processed that day. Transfers initiated after 5:00 P.M. EST will be processed the next business day. A business day is defined as any day other than a weekend or federal holiday. Recurring and future-dated transfers will be posted to your linked account on the business day you selected. Recurring transfers will be made automatically until you tell the Bank to stop and the Bank has reasonable time to react, which is three (3) business days. You agree to maintain sufficient balances in your linked account at the time you schedule a transfer to occur. Transfers requiring funds will attempt to be processed the next business and then be deleted if denied a second time. Pre-authorized withdrawals from money market accounts and savings accounts are limited by federal regulation to six per monthly cycle. Transactions made via Online Banking services are considered "pre-authorized".
11. **External Transfers:** In addition to Online Banking services, you may elect to subscribe to the Bank's External Account Transfer service which appears as "External Transfers" in the Personal Online Banking service. In doing so, you authorize the Bank to transfer funds bi-directionally between the accounts you hold here with the Bank and those that you own at different financial institutions. Should the funds not be available at the time of the deduction, the bank reserves the right to return the debit, which may cause your account to overdraft. In such circumstances, you agree to reimburse the Bank and pay any fees related to said overdraft in accordance with the terms found in the Terms and Conditions of Your Account, which governs your deposit account(s). Your subscription to the Account to Account service depends on you maintaining an active status with your Online Banking service. If any of your accounts are not in good standing, we have the right to reduce your limits, remove your ability for next day transfers or terminate your Solvay Bank External Account Transfer service in its entirety.
12. **Statements:** You can view transactions and obtain balances on all of your Solvay Bank accounts with your access to Personal Online Banking. You may also enroll in the electronic delivery of statements.
 - (a) **Enrollment:** Either during your enrollment or after you have enrolled in Personal Online Banking, you may enroll in Solvay Bank eStatement Delivery. When you do so, you will be confirming that: (i) You have Equipment and Software necessary to allow you to receive electronically, view and print periodic statement for Eligible Accounts and communications normally provided with periodic

statement for Eligible Accounts, including , but not limited to, change of terms notices, annual privacy notices and other notices required by applicable law or any agreement between you and us (each a "Legal Communication"); (ii) You have a valid e-mail address at which to receive any notice that a periodic statement for an Eligible Account or a Legal Communication is available to you at our website; or via secure PDF file and (iii) You agree to receive electronically, and we no longer need to send you a paper copy of, any periodic statement for an Eligible Account or any Legal Communication.

- (b) E-mail Notice.** Once Solvay Bank Electronic Statement Delivery takes effect for Eligible Accounts, whenever any periodic statement for an Eligible Account or any Legal Communication is made available to you at our website, we will send to the most recent e-mail address you have provided to us for use with Solvay Bank Statement Delivery a notice that the periodic statement or Legal Communication is available to you at our website. The periodic statement or Legal Communication will be available to you at the website for 12 months. Except when applicable law requires otherwise, this notice will be the only notice we send to you about the availability of the periodic statement of Legal Communication at the website. You acknowledge that the notice will constitute delivery of the periodic statement or Legal Communication, whether or not you view or print such statement or Legal Communication. If the notice is returned to us as undeliverable, we will send you a letter advising that your statement has been converted back to paper delivery, and that we were unable to deliver your e-mail notice. We will ask you to provide us with a new e-mail address for use with Solvay Bank Electronic Statement Delivery. You cannot request information, services or paper copies of periodic statements, Legal Communications or any other items or terminate enrollment in Solvay Bank Statement Delivery by responding to the notice by e-mail (including using the reply function), and we will not be responsible for responding to any such request you make by responding to the notice by e-mail.
- (c) Acknowledgement of Risk.** You acknowledge that there are risks associated with sending a notice to an e-mail address, including, but no limited to, disruption of service and, because e-mail is not private or secure, unauthorized access the notice and information it contains.
- (d) E-mail Address.** It is your responsibility to notify us of any change in the e-mail address to be used by you with Solvay Bank E-statement Delivery.
- (e) Paper Copies.** At any time after you enroll in Solvay Bank Electronic Statement Delivery, we may discontinue mailing you paper copies of periodic statements for Eligible Accounts and paper copies of Legal communications. For as long as we are required by applicable law to keep a copy of any periodic statement for an Eligible Account or any Legal Communication, you may request a paper copy of the periodic statement or Legal Communication by contacting us at 315-484-2201. You must pay us any applicable charge for the paper copy. Your request for the paper copy will not constitute a request to cancel Solvay Bank Electronic Statement Delivery or discontinue receipt of electronic statements. Even if we discontinue sending them at any time for any reason, including , but not limited to, because we believe that you are not receiving notices that a periodic statement for an Eligible Account or a Legal Communication is available to you at our website or because we believe that a change in Equipment or Software required for Solvay Bank Electronic Statement Delivery creates a risk that you may not be able to receive electronically, view and print periodic statements for Eligible Accounts and Legal Communications.
- (f) Termination of Enrollment.** We may terminate your enrollment in Solvay Bank Electronic Statement Delivery by notifying you. The termination will take effect when we specify. You may terminate your enrollment in Solvay Bank Electronic Statement Delivery by notifying us. The termination will not take effect until we have had a reasonable time to act on your notice, which can be as long as 60 days. Any termination of your enrollment in Solvay Bank Electronic Statement Delivery (i) may be effective for all Eligible Accounts, or for select accounts; and (ii) will not affect the validity or legal effect of any periodic statement for an Eligible Account or any Legal Communication provided to you at our website prior to the effective date of such termination.

- (g) **Joint Account.** If any Eligible Account is a joint account, any holder of that Eligible Account may enroll in or terminate enrollment in Solvay Bank Electronic Statement Delivery. All joint account holders of any Eligible Account will be bound by the enrollment or termination of enrollment.
- (h) **Combined Statements.** All accounts that are part of a combined statement mailing must be delivered in the same fashion, Requesting that a single account within a combined statement is changed to another delivery format will result in all accounts within that statement being sent in the same format. If accounts that are part of a combined statement mailing are not entirely or partially owned by the person enrolling in Electronic Statements, we will not discontinue delivery of paper statements, but we will provide all of the online features that are characteristic of an electronic statement.
13. **Privacy:** The circumstances under which we will disclose information about you, your Accounts or your use of the Service is set forth in the information that has been separately disclosed to you in the contracts, notices, and disclosures that have been separately provided to you in accordance with our Privacy Policy.
14. **Authorization to Obtain Information:** You agree that we may from time to time obtain and review your credit report from an authorized credit bureau.
15. **E-Mail:** To safeguard yourself, Solvay Bank recommends that you do not use e-mail for certain significant information such as reporting a lost or stolen password, stop payments that do not use the Personal Online Banking function or reporting a lost or stolen credit card.
16. **Cancellation of Online Services By You:** If you decide to cancel the Personal Online Banking Service, electronic delivery of statements or disclosures you:
- Must notify us in writing addressed to Solvay Bank, 1537 Milton Avenue, Solvay, New York 13209, Attn: Personal Online Banking.
 - May call us at 1-(800) 463-6337 or (315) 484-2201 and forward a written confirmation within 10 business days to the address listed above.

Any cancellation will not take effect until we receive the written notice and we have a reasonable time to act on it.

Upon our receipt of your request for cancellation of Solvay Bank Personal Online Banking services, no further online transactions will be allowed. Your personal deposit account(s) will remain opened unless otherwise directed by you.

17. **Cancellation of Online Services By Solvay Bank:** Solvay Bank, at any time, can cancel or suspend your Personal Online Banking services without giving you notice that we are going to do so, if we suspect fraudulent activity.
18. **Recording:** You agree that we can record any e-mail communication sent through Personal Online Banking.
19. **Change of Address:** Any notices concerning your Personal Online Banking, or other electronic services will be mailed or e-mailed to the address you provided us with on your enrollment form. If you have changes in your mailing or e-mail address, you must notify us promptly.
20. **Assignment:** Under the terms and conditions of this Agreement, you cannot assign any of your rights or obligations to any other person(s).
21. **Notices:** Any notices sent to you regarding this Agreement will be sent to the e-mail address or the mailing address that you provided to us at the time of your enrollment in Personal Online Banking. Any changes to your e-mail address or mailing address should be made promptly to us.
22. **Errors or Questions:** (Regulation E Notice) In the event of any errors or questions regarding your electronic transfers or if you believe that your statement is incorrect we must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. You must:
- Write us at Solvay Bank, 1537 Milton Avenue, Solvay, New York 13209 or

- Telephone us during regular banking hours at (800) 463-6337 or (315) 484-2201 and;
- Provide us with your name and account number
- Explain in detail the error or possible unauthorized transaction in question
- Give us the exact dollar amount in question

If you contact us by telephone, we will require that you send the error or complaint in writing within 10 days of providing the oral notice.

If the error involves an electronic fund transfer to or from an account within 30 days after the first deposit to the account was made, the Bank may take up to 20 days to investigate. We will report the results of the investigation to you by letter within three business days after completing the investigation and will correct the error within one business day after determining that an error occurred.

If the Bank is unable to complete the investigation within 10 business days, it may take up to 45 days from receipt of a notice of error to investigate and determine whether an error occurred. For Point of Sale Debit Card Transactions (POS), transfers that were initiated out of state and on new accounts where the notice of error occurred within 30 days after the first deposit to the account, the applicable time is 90 days for completing the investigation. We will provide a provisional credit to your account within 10 business days of receiving the error notice, 20 days for accounts where a notice of error occurred within 30 days after the first deposit to the account was made. You will be informed by letter within 2 business days after the provisional crediting, during the investigation, of the amount and date of the provisional crediting. You will also be advised that you will have full use of the funds during the investigation. Upon completion of the investigation, the Bank will notify you, by letter, of its findings.

In the event that the investigation proves the complaint invalid, you will be notified, by letter, of the results of the investigation within 3 days of the completion of the investigation. If provisional credit was applied, we will debit the account within one day and notify you of the date and amount of the debiting. The Bank will also notify you that the Bank will honor checks, drafts or similar instruments payable to third parties and preauthorized transfers from your account without an overdraft charge to you for five business days after the notification. The Bank will honor items as specified in the notice, but need honor only items that it would have paid if the provisionally credited funds had not been debited.

- 23. Applicable Laws:** This Agreement is governed by the laws of New York State and Federal Law.
- 24. Waiver:** Under this Agreement, we may render or delay exercising our rights without notifying you. Any waiver will not affect any other rights we may have and will not be deemed for a waiver of such rights in the future.
- 25. Warranty Disclaimer:** We make no warranty of any kind, express or implied in connection with the system provided to you under this Agreement. We do not and cannot warrant that the System provided will operate without errors, or that any or all System Services will be available or operational at all times. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software. We will use our best efforts to provide you with accurate information through Online Banking, but cannot warrant the accuracies of the information you have entered or transacted.
- 26. Indemnification:** You agree to indemnify, defend and hold us, our affiliate company, directors, officers, employees and agent harmless against any loss, damage, claim, costs or demand that is made by any third party related to or arising from your use of Online Banking, Bill Payment or Mobile Banking Services.
- 27. Contacting the Bank:** For general questions concerning your account, account statement, Online Banking or Mobile Banking, contact Solvay Bank Customer Care at (315) 484-2201 or toll free at (800) 463-6337. Business Hours are Monday through Friday 8:00 AM – 5:00 PM and Saturday 8:30 AM to 12:30 PM EST. You may also email the Bank at info@solvaybank.com. Customer Care is closed on Sundays and federal bank holidays. You may also write to us at Attn: Personal Online Banking, 1537 Milton Avenue, Solvay, NY 13209.

For questions concerning Bill Pay and Popmoney SM services you may contact the Customer Service Center during normal business hours or CheckFree at (877) 656-1816 between the hours of 7:00 AM – 1:00 AM EST seven days a week.

PLEASE NOTE THAT FOR SECURITY PURPOSES, YOU SHOULD NOT USE E-MAIL TO STOP PAYMENTS, CANCEL PAYMENTS OR ALERT US TO UNAUTHORIZED USE OR LOST OR STOLEN ACCESS CODES.

28. **Access to Personal Online Banking:** To access Personal Online Banking, you must first have a Solvay Bank account, complete the enrollment form, agree to the terms and conditions of the Solvay Bank Personal Online Banking, E-signature and Electronic Disclosure Agreement and review the Solvay Bank Privacy Policy.
29. **Changes in Terms of Agreement:** At any time we may change the terms and conditions of this Agreement, scheduled fees or any of our services. We will provide notification to you of any changes, as required under applicable law, by mail or e-mail. Upon the effective date of change, you will be bound by the new changes, terms or rules for use of Personal Online Banking, or Electronic Statement and Disclosure Delivery.
30. **Agreement Terms and Conditions:** The terms and conditions of this Agreement are in addition to any other agreements you may have with us.
31. **Acceptance of this Agreement:** By accepting this Agreement it confirms your acceptance to the terms and conditions for your use or some other person to whom you have given permission to use Solvay Bank Personal Online Banking.

You understand and agree that your electronic signature executed in conjunction with the electronic submission of your application shall be legally binding and such transaction shall be considered authorized by you.