

**Solvay Bank VISA Business
Cardholder Agreement
Pricing Information
Effective July 1, 2017**

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	0% introductory APR for 6 months from account opening date. After that your APR will be Prime + 12.99% . This APR will vary with the market based on Prime rate.
APR for Balance Transfers	0% introductory APR for 6 months from account opening date. After that your APR will be Prime + 12.99% . This APR will vary with the market based on Prime rate.
APR for Cash Advances	0% introductory APR for 6 months from account opening date. After that your APR will be Prime + 12.99% . This APR will vary with the market based on Prime rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the web site of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
Fees	
Annual Fee	\$0
Transaction Fees	
Balance Transfer Fees	Either 3.00% of the amount of the transfer or \$10.00 , whichever is greater.
Cash Advance Fees	Either 3.00% of the amount of the advance or \$10.00 , whichever is greater.
Foreign Transaction	1.00% of the U.S. dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency.
Penalty Fees	
Late Payment	\$37.00
Over-the-Credit Limit	\$30.00 when balance is 2.0% or more over the limit
Return Payment Fee	\$37.00

How we will calculate your balance: We use a method called "average daily balance (including new purchases)". See your account agreement for more details.

Billing Rights: Information on your rights on how to dispute transactions and how to exercise those rights is included in this Agreement. See **Billing Rights Summary** Section for full details.

The information in this disclosure is accurate as of 07/01/2017 but may change after that date. For more information, contact Solvay Bank at 315-484-2201, visit www.solvaybank.com or stop by any Solvay Bank branch location.

Unless an Introductory rate is in effect, the periodic rate used to compute the INTEREST CHARGE is based on an index (the "Index"), which is the Prime Rate as published in the Money Rates section of The Wall Street Journal on the last business day of the month and is subject to change monthly on the first day of each month. Any change in the Index will be effective on the first day of the billing cycle that ends on or after the date of the change.

Solvay Bank Visa Business Cardholder Agreement

This Cardholder Agreement (“Agreement”), the card carrier we send with your credit card, and the application you signed or otherwise submitted (collectively, the “Cardholder Documents”) govern the use of your Solvay Bank VISA Business Credit Card (“Card”) account (your “Account”). All of the Cardholder Documents are part of and incorporated into this Agreement. By signing (including by any electronic or digital signature) your Card, your Account application, any accepted sales slip, or any other document in connection with the use of your Card or your Account, or by using your Card or allowing someone else to use it, you agree to the terms and conditions of this Agreement. Please read this Agreement thoroughly and retain a copy for your records.

DEFINITIONS: As used in this Agreement: “we”, “us”, “our”, and similar terms mean Solvay Bank and all of its employees, officers, and directors (collectively, Bank).

The words “you”, “your”, “yours”, and “Cardholder” mean all persons responsible for complying with this Agreement, including the applicant and any co-applicant who applied to open the Account and the person to whom we address Account statements.

Since you asked us to open the Account, you are the “Primary Cardholder,” and you will have an Account with us. You may request that we issue a Card to another person and, if we do, that person will be called an “Additional Cardholder” on your Account and the Card will be an “Additional Card.”

“Account” or “Account Information” means your Visa Card Account with us.

“Agreement” or “Cardholder Agreement” means this document and any changes we make to this document from time to time.

“APR” means the Annual Percentage Rate.

“Card” means all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this Agreement.

“Foreign Transaction” means any transaction made in a foreign currency (including, for example, online purchases from foreign merchants).

“Grace Period” means the period of time during a billing cycle when you will not accrue interest on certain transactions or balances.

CHANGES TO THIS AGREEMENT: You agree that, except to the extent prohibited by applicable law, we may change at any time any of the terms of the Agreement including, but not limited to, annual percentage rates, fees, and whether the annual percentage rates are non-variable or variable. The reasons we may change these terms include the following: your risk profile based on your payment patterns, transaction patterns, balance patterns, and utilization levels of this and other accounts, credit bureau information including the age, history, and type of other accounts, and relationships between each and all of these measures of risk. We may also change the terms for reasons not related to your individual credit history, such as overall economic and market trends, product design, and business needs.

We will notify you of any change if required by applicable law. In addition, if required by applicable law, the notice will tell you of any right you may have, and any steps you must take, to reject the changes. Any required notice will be sent to you at your address shown on our records.

If you properly notify us that you reject the changes, your account will be closed and you will be obligated to pay your outstanding balance under the terms of the Agreement in effect on the date you received the notice of changes. If your account is closed, if we ask, you agree to return all cards and checks. If you do not properly notify us that you reject the changes by the date stated in the notice, you will be deemed to have accepted all changes in the notice and to have accepted and confirmed all terms in your Agreement.

This Agreement is governed by federal law and, to the extent not preempted by federal law, by New York State law.

USE OF THE CARD: You may use the Card to obtain legal goods and services from any person or establishment accepting the Card (“Purchase(s)”), and obtain loans (“Cash Advance(s)”) from us up to the applicable limits on your Account and to take advantage of other features of the Card. You agree that you will only use the Card for business purposes (not for personal, family or household purposes). As used in this Agreement, the term “Purchases” will include Purchases, and the term “Cash Advances” will include; a) Cash Advances, b) Convenience Checks, c) obtaining funds through an automated teller machine (ATM) or a financial institution, d) purchasing a wire transfer, money order, foreign currency, travelers cheques, or stored value load, e) engaging in another similar transaction, or f) Balance Transfers.

As used in this Agreement, all amounts charged to an Account, which include Purchases, Cash Advances, the Annual Card fee, if any, or other fees, and any Interest Charges imposed under Agreement, will be called “Charges”. Charges included (but not limited to) any Purchase, Balance Transfer, Cash Advance or Convenience Check in which you have evidenced intent to incur a Charge, regardless of whether you have signed a charge form. You are responsible for paying all amounts charged to the Account by either you or any Additional Cardholders. You agree to notify us at once if the Card or any Convenience Checks we may issue on your Account are lost or stolen, or if you suspect they are being used without your permission. You agree to use the Account only for legal purchases of goods and services. Cards may not be used for gambling purposes, whether on the internet or otherwise, or to pay for any investment securities at a brokerage account. If you do use your Card for illegal purposes or gambling, you will be in default under this Agreement and we may terminate your Account, but you still will be liable to us for all Charges relating to such transactions and all other transactions on your Account. You should not use the Card after the expiration date. If you want to cancel your Account or

any Additional Cards, you must contact us and destroy the Card or any Additional Cards. We reserve the right to deny authorization for any requested Charge.

All Purchases are affected at the option of the Seller and Cash Advancing Financial Institution and Solvay Bank shall not be responsible for refusal by any Seller or Cash Advancing Financial Institution to honor the Cards or any related card. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather by a credit advice to Solvay Bank which shall be shown as a credit on Cardholders account statement with Solvay Bank.

AUTHORIZED USERS: Upon your request, we may issue additional cards for authorized users that you designate. If you authorize or allow any other person to use your Account (an "Authorized User"), to the extent permitted by applicable law such authorization will be deemed to extend to all Transactions by such Authorized User, even if not intended by you, and will continue until you have taken all steps necessary to prevent any further use of the Account by such Authorized User and/or have advised us that such Authorized User is no longer authorized to use the Account. You must notify us in writing of any termination of an Authorized Users right to access your Account. If you voluntarily provide your Card and/or any related Personal Identification Number (PIN) to any other person, that person is an Authorized User. Annual Fees apply to additional cards issued to Authorized Users.

CREDIT LIMIT: We have provided you a separate written notice stating the credit limit for Purchases (as defined above) on your account. In addition, your monthly statements will show the amount of credit available to you for Purchases and for Cash Advances (as defined above) and the APRs for Purchases and for Cash Advances, as of the statement date. You agree not to use the Account in any way that would make the unpaid balance of your Account exceed the applicable limit. You agree that we are not required to honor any Card transaction that would cause the unpaid balance of your Account to exceed applicable limits ("*Over Limit Transactions*"). If we, in our discretion, honor any Over Limit Transaction, you agree to pay us promptly the amount that is in excess of the applicable limit, plus applicable fees, upon our demand. At our discretion, and subject to applicable law, we may increase, reduce, or cancel your credit line or the balance transfer portion or cash advance portion of your credit line, at any time. A change to your credit line does not affect your obligation to pay us.

AGREEMENT TO PAY: You agree to pay all amounts due on your Account. If your account is a joint Account, each of you is jointly and individually responsible for all amounts due on the Account. If you let someone else use the Account, you are responsible for all charges made by that person, whether or not you have notified us that the person will be using your Account and whether or not the amount of the actual use exceeds your permission.

PAYMENTS: Each month's minimum payment for your Account is due by the Payment Due Date on your monthly statement. You must notify us immediately of any change in your billing address. You must pay us in U.S. currency, with a draft or a check drawn on a U.S. bank and payable in U.S. dollars, with a negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system, or with a telephonic or electronic payment authorization in U.S. Funds. If any payment made on your Account is not honored for its full amount, and the amount honored is less than the Total Minimum Payment Due, we may charge your Account a Late Payment Fee. We may accept late payments, partial payments, or any payments marked as being payment in full or as being settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in any way.

- **Monthly Statement – Minimum Payment:** The Minimum Payment required is the new balance shown on your monthly billing statement if the amount is equal to or less than \$10.00. If the New Balance exceeds \$10.00, the minimum payment is 2.80% of the entire New Balance plus the entire portion of the New Balance in excess of your credit limit, plus any amount past due and late or other fees. You may pay more than the Total Minimum Payment **or you may pay the total indebtedness at any time.** Your Minimum Payment will be applied in any order at our discretion. Any payment you make in excess of the Minimum Payment will be allocated to balances with higher Annual Percentage Rates before balances with lower Annual Percentage Rates. You cannot use a Convenience Check drawn on us to make a payment.
- **Grace Period for Purchases:** A portion of your balance which is subject to a grace period is called in this Agreement a "Grace Period Balance". We will not include a Grace Period Balance that is repaid during a grace period in the calculation of the balance subject to **INTEREST CHARGES.** If a Purchase is made during a period in which you had no outstanding balance on your Account, the grace period for the New Balance of purchases extends to the Payment Due Date. If a Purchase is made using your Card during a billing period in which there was already any outstanding balance (not including a Grace Period Balance) on the Account, there will be no grace period and **INTEREST CHARGES** on all Purchases will accrue from the date the Purchase is posted to your Account. In such cases, if your full New Balance is not paid in full on or before the payment due date, **INTEREST CHARGES**, at rates provided for in the disclosure of Pricing Information, will be assessed on your outstanding balance from the first day of the billing cycle following the cycle in which the transaction was made and on future Purchases from the date the Purchases are posted on your Account until the billing period in which we receive payment in full on all outstanding balances. We will not include any portion of a balance subject to a grace period that is repaid during the grace period in the calculation of the balance subject to **INTEREST CHARGES.**
- **Grace Period for Cash Advances (including Convenience Checks and other transactions defined above):** On Cash Advances there is no grace period, and **INTEREST CHARGES** on Cash Advances are always assessed from the day of the Cash Advance transaction or the first day of the billing cycle in which it is posted to your account, whichever is later, until the day we receive payment in full of all outstanding Cash Advances.
- **Calculation of Monthly Periodic Rate:** The Monthly Periodic Rates for Purchases and Cash Advances are based on **ANNUAL PERCENTAGE RATES** for Purchases and Cash Advances, respectively. The Monthly Periodic Rate for Purchases and Cash Advances for each billing period is 1/12th of the **ANNUAL PERCENTAGE RATE** for Purchases and 1/12th of the **ANNUAL PERCENTAGE RATE** for Cash Advances respectively in effect for that billing period, rounded to the nearest one hundredth of a percentage point.

- **Periodic Interest Charge Calculation Methods:** The periodic Interest Charge Calculation Method applicable to your account for Cash Advances and Purchases of goods and services that you obtain through the use of your Card is specified on the page of Pricing Information included with this Agreement and is explained below:
 - **Purchases- Average Daily Balance (including current transactions).** To avoid incurring an additional Interest Charge on the balance of purchases reflected on your monthly statement and, on any new purchases appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The *Interest Charges* for the billing cycle are computed by applying the monthly Periodic Rate to the “average daily balance” of purchases. To get the average daily balance, we take the beginning balance of your account each day (but we do not include a Grace Period Balance), we add any new purchases, and we subtract any payments, credits, non-accruing fees, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.
 - **Cash Advances- Average Daily Balance (including current transactions).** Interest Charges on Cash Advances begin to accrue on the day the transaction is posted to your account, and while there is no grace period provided for current cycle transactions, interest charges will cease to be imposed in any cash advances once those advances are repaid. The *Interest Charges* for a billing cycle are computed by applying the monthly Periodic Rate to the “average daily balance” of cash advances. To get the average daily balance, we take the beginning balance of your account each day, add any cash advances, and subtract any payments, credits, non-accruing fees, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

PROMOTIONAL OFFERS: At our discretion, we may offer you a promotional **ANNUAL PERCENTAGE RATE** for all or a part of any balances or for certain types of transactions. The period of time for which the promotional rate applies may be limited. Any applicable promotional rate, the periodic rates, and the period of time during which it will be in effect will appear on or be included with the accompanying promotional letter. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

FEES: We may charge the following fees, subject to applicable law:

- **Transaction Fee for Cash Advances:** You obtain a Cash Advance if you obtain funds through a Convenience Check, from an automated teller machine (ATM), through a financial institution, the purchase of a wire transfer, money order, foreign currency, traveler’s cheques, or stored value load, or engage in another similar transaction. For each Cash Advance, we add an additional Cash Advance Fee of either \$10.00 or 3.00% of the U.S. dollar amount of the Cash Advance whichever is greater. There is no maximum Cash Advance Fee.
 - **Transaction Fee for Balance Transfers:** You may transfer a balance from another account to this Account. For each Balance Transfer, we will add an additional Balance Transfer Fee of either \$10.00 or 3.00% of the U.S. dollar amount of the Balance Transfer, whichever is greater. There is no maximum Balance Transfer Fee.
 - **Annual Fee:** A separate page of Pricing Information accompanying this Agreement states whether an annual fee applies to your account and, if so, the amount of the fee. The annual fee shall be imposed whether or not the cardholder uses the card to obtain Purchases or Cash Advances. The annual fee shall be charged to Cardholder’s account each year in the month of anniversary date of account opening. The annual fee is refundable only in accordance with applicable law.
 - **Late Payment Fee:** If we do not receive at least the Minimum Payment Due by the Payment Due Date a fee will be assessed.
 - **Over-the-Credit Limit Fee:** A fee will be assessed when your balance exceeds your approved credit limit.
 - **Expedited Payment Fee:** A fee will be assessed if you request us, via a live operator, to expedite payment on your Account by debiting any deposit or other account you designate, and we honor your request.
- Foreign Transaction Fee:** A fee of 1% will be assessed when you use your card to purchase items while overseas or when you make a purchase that uses an overseas bank to process the transaction, whether originally made in U.S. dollars or converted from a foreign currency.

TRANSACTIONS MADE IN FOREIGN COUNTRIES: If you incur a Charge in a foreign currency, it may be converted into U.S. dollars. If the foreign currency is converted into U.S. dollars, the exchange rate used to convert the currency used in an international transaction into the billing currency shall, in each instance, be either a rate selected by Visa from the rates available in wholesale currency markets for the applicable processing date and may vary from the rate Visa themselves receive, or the government-mandated rate in effect for the applicable processing date. The conversion may occur after the transaction date and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. You agree to pay the converted amount to us in U.S. dollars.

DEFAULT: We may consider your Account to be in default at any time if you fail to pay us any payment when it is due, if you attempt to borrow more than the applicable limits on your Account, if your payment is returned by your bank or financial institution, or if you breach any other promise or obligation under this Agreement. Subject to applicable law, we also may consider your Account in default at any time if any statement made by you to us in connection with this credit program was false or misleading, if you breach any other promise or obligation under this Agreement or any other agreement that you may have with us or with any of our affiliates, or if we have reasonable cause to believe you may not be creditworthy. Upon your default, you agree to pay attorney’s fees not exceeding 20% of the amount due and payable under the credit agreement if it is referred to an attorney who is not our salaried employee for collections. We may also, upon your default, subject to applicable law, declare the entire amount of your obligations to us immediately due and payable and suspend or cancel your Account privileges.

RENEWAL OF CARDS AND CANCELLATION: The Card will be valid within the period embossed on the Card. We will issue you renewal or replacement Cards before the current Card expires unless your Account is cancelled by you or by Solvay Bank.

LOST OR STOLEN CARDS: You may be liable for the unauthorized use of your Card or Account. If it is believed that the Card has been lost or stolen, or used in an unauthorized manner, the Cardholder shall contact Solvay Bank at once in order to minimize possible losses. After we receive

your notification, you will not be liable for any further unauthorized use of your Card or Account. Notification can be made by calling Credit Card Security Department at (800) 442-4757, or writing to Premium Customer Service, PO Box 672051, Dallas, TX 75267-2021.

If you are an organization with 10 or more employees and we have issued 10 or more cards on your account for use by your employees, you will be liable for all unauthorized use of your cards or account before notification to us. Otherwise, you will be liable for up to \$50 for the unauthorized use of your card or account before notification to us. Unauthorized use does not include use of a card by an authorized user in an unauthorized manner.

SUSPENSION/REVOCAION AND VOLUNTARY CANCELLATION: In addition to any of the actions we may take under this Agreement, we may suspend or cancel your Account privileges at our sole option, subject to applicable law, at any time with or without cause and without giving you notice, including but not limited to a situation in which (1) you cease to be an account holder in good standing with respect to any other accounts you may have with Solvay Bank, or (2) you are in default. Any such action on our part will not cancel your obligations to pay us the outstanding balance, Interest Charges, and other charges due on your Account under the terms of the Agreement in effect at the time of the cancellation or suspension of your Account or as subsequently amended. You agree to pay us all such obligations despite any suspension or cancellation of your account. If your Account is closed, if we ask, you agree to return all Cards and Checks. If you ask us to cancel your Account, but you continue to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account. We may then reinstate your Account and bill you accordingly.

INFORMATION ABOUT YOU AND YOUR CREDIT: You promise that the information you gave us to open your Account is true. We may look again at your financial condition and credit standing at any time and for any reason. We may get a current credit report or ask you for current financial information or documents. You agree to let us do this and help in any investigation of your credit record.

ASSIGNMENT: We may assign Card accounts to our affiliates or to some other financial institution at any time. That company will take our place in this Agreement. You must pay them the amount you owe on your Account (instead of paying us) if they ask you. You may not transfer your Account or rights under this Agreement to any person or company.

CHANGE OF INFORMATION-NOTICES: You must notify us immediately of any change in your billing address, name or employment. Any notice given by us shall be deemed to be given when deposited in the United States Mail, postage prepaid, addressed to you at the latest billing address shown on our records.

BILLING ERRORS: Please see the important information regarding your rights to dispute billing errors (Billing Rights Summary) included with this Agreement and sent with your Card.

TELEPHONE MONITORING: From time to time, we may monitor telephone calls between you or Additional Cardholders and us to assure the quality of our customer service.

WAIVER: Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion.

CONSUMER REPORTS: You authorize us and our affiliates to make whatever credit investigations we deem appropriate and to obtain and exchange any information we may receive from consumer reports and other sources. We may ask consumer-reporting agencies for consumer reports of your credit history. Upon request, we will tell you whether a consumer report was requested and the name and address of the agency that furnished it. As permitted by law, we may furnish information concerning your Account to consumer reporting agencies. If we determine that your account is past due, adverse credit information may appear on your consumer report and the consumer reports of any Additional Cardholders on your Account. If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing us at the Customer Service address shown on your statement.

Your Billing Rights

Keep a Copy of this Document for Future Use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Vantiv
Customer Service
PO Box 672051
Dallas, TX 75267-2021

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why believe it is a mistake.

You must contact us:

- Within 60 days after the error or problem appeared on your statement.
- At least 3 Business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount in question even if your bill is correct.

Your Rights If You Are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that have you purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on purchase.

To use this right all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Vantiv
Customer Service
PO Box 672051
Dallas, TX 75267-2021

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.